

FILED

AUG 22 2013

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

**THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT**

JUANITA SCHAMBERGER

Sui Juris

13cv5998

Judge Matthew F. Kennelly
Magistrate Jeffrey Cole

**JUANITA SCHAMBERGER
PLAINTIFFS,**

) Case No. 12 CH 021213

VS.

) 1. COMPLAINT FOR: WRONGFUL
FORECLOSURE;

) 2. NO PROOF OF THE
ORIGINAL WET INK
PROMISSORY NOTE.

**DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE OF THE HOME**

) 3. NO PROOF OF ANY ACTUAL
MONEY LOANED

**EQUITY MORTGAGE LOAN ASSEST-
BACKED TRUST SERIES INABS 2006-D**

) 4. COMPLAINT FOR JUDGE'S
VIOLATION OF OATH OF OFFICE

**CERTIFICATES, SERIES INABS 2006-D
UNDER THE POOLING AND SERVICING
AGREEMENT DATED SEPT. 1, 2006**

) 5. RELIEF, INJUNCTION; VIOLATIONS
HOME OWNERSHIP EQUITY
) 6. PROTECTION ACT, REAL ESTATE

**IRA t. NEVEL, ATTORNEY NO. 18837,
LAW OFFICES OF IRA T. NEVEL, LLC
TIMOTHY R. YUELL
JUDGE MICHAEL F. OTTO,
CIRCUIT COURT-2065**

) 7. SETTLEMENT PROCEDURES ACT

) 8. FEDERAL TRUTH IN LENDING ACT

**INDYMAC BANK,F FBS, A FEDERAL
CHARTERED SAVINGS BANK
DEFENDANT**

) 9. REPORTING ACT;
) 10. QUITE TITLE;

) 11. FRAUD & MISREPRESENTION

) 12. BREACH OF FIDUCIARY DUTY:
UNJUST
) 13.ENRICHMENT; CIVIL CONSPIRACY

) 14. CIVIL RICO; SET ASIDE; ILLEGAL

-) 15. TRUSTEE SALE; QUIET TITLE**
-) 16. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**
-) 17. PREDATORY LENDING
UNFAIR DEBT**
-) 18 COLLECTION PRACTICES;
SLANDER OF TITLE, and damages**
-) 19. SET ASIDE FOR TRUSTEE'S SALE**
-) 20. APPLICATION
TEMPORARY RESTRICTION AND
INJUNCTIVE RELIEF.**
-) 21. BANK FRAUD AND
EXTORTION.**
-) 22. VIOLATION OF CHAPTER
265, SECTION 37.**
-) 23. HARASSMENT.**
-) 24. ATTORNEYS VIOLATIONS
OF OATH OF ATTEMPTED THEFT
BY DECEPTION & EXTORTION**
-) 25. TRINSEY V. PAGLIARO G.C.Pa.
1964, 229F**
-) 26. TRESPASSING, UNAUTHORIZED
ENTRY**
-) 27. DEMAND FOR TRIAL BY JURY**

TO THIS HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF
RECORD HEREIN:

Plaintiffs hereby allege as follows:

PARTIES

1. Juanita Schamberger is a resident of Cook County, Illinois
2. Plaintiffs are informed and believe the Defendant DEUTSCHE NATIONAL BANK TRUST COMPANY is a privately owned independent mortgage bank with its principal place of business in the State of Illinois.
3. Plaintiffs are informed and believe that Defendant DEUTSCHE NATIONAL BANK
4. DEUTSCHE NATIONAL BANK is a wholly-owned subsidiary of with its principal DEUTSCHE NATIONAL BANK TRUST COMPANY place of business in the State Of Illinois.
5. Plaintiffs are informed and believe that the Defendant DEUTSCHE NATIONAL BANK TRUST COMPANY is a Illinois corporation with its principal place of business in the State of Illinois.
6. Plaintiff are informed and believe that the Defendant contracted the Law Offices Of Ira T. Nevel, LLC (Ira T. Nevel) to force them with an ILLEGAL FORECLOSURE and receive a 32 to 33 percent commission per-(CHAPTER 265, SECTION 37 OF THE LAW) and (Trinsey v Pagliaro D.C.Pa 1964, 229f.)
7. Plaintiff's are informed and believe that Defendant DEUTSCHE NATIONAL BANK TRUST COMPANY

(as the alleged owner of her property totally disregarded ALL LAWS of the United States Of America that govern HOMEOWNERS (Mortgage Foreclosures)
8. The use of the term "Defendants" in any of the allegations in this Complaint, unless, specifically otherwise set forth, is intended to include and charge both jointly and severally, not only named Defendants, but all Defendants designated

as well.

9. Plaintiffs are informed and believe and thereon alleges that, at all times mentioned herein, Defendants were agents, servants employees, alter egos, superiors, successors in interest, joint venturers and/or co-conspirators of each their co-defendants and in doing the things herein after mentioned, or acting within the course and scope of their authority of each agents, servants, employees, alter egos, successors in interest, joint venturers, and/or co-conspirators with the permission and consent of their co-defendants and, consequently, each Defendant named herein are jointly and severally liable to Plaintiff's for the damages and harm sustained as result of their wrongful conduct

JURISDICTION AND VENUE

10. The subject matter in controversy is within the jurisdictional limits of this Court
11. This Court has personal jurisdiction because the property which is the subject or this litigation is located in Illinois and Defendants are doing business within this state
12. Venue in this cause is proper.

FACTUAL ALLEGATIONS

13. Since September 11, 2006, Juanita Schamberger is WITHOUT RECOURSE, ALL RIGHTS RESERVE and at all times relevant have been a resident and the lawful owner of a parcel of land commonly known as 2811 Cherrywood Land, Hazel Crest, Illinois 60478
14. Plaintiffs have had a valid secured interest in this property since the year September 1, 2006.
15. Plaintiff allegedly signed a original promissory note September 11, 2006.

The Lender on the Note at that time was INDYMAC BANK, F.S.B., A
FEDERALCHARTERED SAVINGS BANK in the alleged amount \$153,000.00

16. On information and belief, on or about September 11, 2006
17. However, Plaintiff have never made payment to MERS
18. MERS caused to be recorded a "Notice of Default"
and Election to Sell under Deed of Trust" ("Notice") had been recorded on the
Subject Property, A true and correct copy of the Notice is attached hereunto as
Exhibit B.
19. The Notice
Name, Fixed/Adjustable Rate Note.
20. The signature of the document, Juanita Shamberger
21. The Subject Property was fraudulently sold by way a unlawful foreclosure
sale on, See county Recorder index wherefore Plaintiffs have never
waived any rights.
22. In addition however, before the foreclosure sale, even though Plaintiffs have
rights to elect mediation, no mediation was provided to Plaintiffs and no Certificates
of Mediation exists as a proof in the County Recorder's Office.
DEUTSCHE NATIONAL BANK TRUST COMPANY
23. On this matter the Plaintiff received nothing.

STATUTORY VIOLATIONS ALLEGATIONS

24. The procedure of conducting a trustee's foreclosure sale in Illinois are set forth in

NRS.....The foreclosure process is commenced.

25. The purpose of a valid foreclosure sale is lawfully terminate a debtor's interest in the subject property. So it is apparent a foreclosure.
26. The Illinois Legislature enacted the Foreclosure Mediation Program in 2009 in response to the increasing number of foreclosure in this state. Hearing on A.B. 149. Before the Joint Common .

The May 1, 2013 Illinois Supreme Court Ruled that no bank can foreclose on any Illinois Homeowners without producing their ORIGINAL WET INK PROMISSORY NOTE. Almost 100% of the time bank will not do so, because it is now known throughout the entire United States of America that the Banks and Lawyers will hide the fact that homeowners promissory notes are SOLD and stamped immediately after the closing, for example :

(PAY TO THE ORDER OF)
DEUTSCHE BANK NATIONAL TRUST COMPANY
(WITHOUT RECOURSE)

Which mean that there is NO MORE LIABILITY in their property because the bank have ILLEGALLY SOLD YOUR PROMISSORY AND COLLECTED THE HOMEOWNER'S MONEY AND DEPOSITED THE HOMEOWNER'S (MONEY) INTO THEIR BANKS ACCOUNT

27. After the conclusion of the mediation, the mediator must file a mediator's statement with the program administrator, indicating whether all parties complied with the statute and rules governing the program. EMR 12(2). IF the beneficiary does not (1) attend the mediation: (2) mediate in good faith: (3) provide the required documents; or (4) if attending through a representative, have a person present with authority to modify the loan or access to such a person the mediator is required to "submit".... A petition and recommendation concerning the imposition of sanctions_____. The homeowner may then file a petition for judicial review with the district court, and the court "may issue an order imposing such

sanctions against the beneficiary of the deed of must or the representative as the court determine appropriate. “See EMR 5(7)(f). 8. But if the district court finds that the parties met the four program requirements, it will direct the program administrator to certify the mediation, allowing the foreclosure process to proceed. See NRS.....

28. The mediation requirements are not discretionary. Both NRS.....and the EMRS use the word “shall” or “must” when listing the actions required of parties to a foreclosure mediation. Use of the word “shall” in both statutory language and the EMRs indicates a duty on the party of the beneficiary, and the court has stated that “shall” is mandatory unless the statute demands a different construction to carry out the clear intent of the legislature.

29. Thus, the Program requires that a trustee seeking to foreclosure on an owner occupied residence provide an election-of-mediation form along with the notice of default and election to sell. NR. Pursuant to NRS 107.086.

30. However, quite plainly this certificate is not found in the Office of the County Recorder’s office.

31. Further. Plaintiffs were never given the opportunity to elect mediation rights under NRS 107. 086 before foreclosing the Subject Property. Therefore, Plaintiffs are entitled to a declaration that foreclosure sale is void.

32. Furthermore, in Illinois a trustee must be assigned as a trustee on record for the purpose of executing powers of a sale under a deed of trust, and is governed by NRS 107, 028 (4) which states:

“A beneficiary of record may replace its trustee with another trustee. The appointment of a new trustee is not effective until the substitution of trustee is

recorded in the office of the recorder of the county in which the real property is located.” (Emphasis added)

33. Based upon information and belief, the Trustee’s Sale was invalid because
DEUTSCHE NATIONAL BANK TRUST COMPANY
as trustee was not recorded in the Office of the Recorded of the County at the time
executing “Notice of Default and Election to Sell under Deed of
Trust.” Hence, the Notice of Default and Election to Sell under Deed of Trust is
defective.
34. Defendants had no authority to conduct a foreclosure sale because the trustee was
not acting on behalf of the holder of the note or the holder’s transferee. The Notice of
Trustee’s Sale was recorded without authority, therefore Plaintiff are entitled to a
declaration that the foreclosure sale is void.

FIRST CAUSE OF ACTIONS

WRONGFUL FORECLOSURE

35. Plaintiffs incorporate herein by preference the allegations made in paragraph 1
36. Plaintiffs are informed and believe and thereon allege that though the Notice name
DEUTSCHE NATIONAL BANK TRUST COMPANY was not a trustee of record at
as they executed the Notice of Default and Election to Sell under Deed Trust.
37. Plaintiffs are informed and believe and thereon allege the signature in “Notice of
Default and Election to Sell Under Deed of Trust” is not by the beneficiary or agent
registered or substituted in the County Records of Clark County but by agency LSI
Title Agency, Inc which is unknown by the Plaintiffs and with no interest in the

Subject Property Hence, the Notice is defective.

38. Plaintiff are informed and believe and thereon allege that after the origination and funding of their loan, it was sold to investors as a “mortgage backed security” and that none of the Foreclosing Defendants in this action owned this loan, or the corresponding note. Moreover, none of the Foreclosing Defendants in this action were lawfully appointed as trustee or had the original not assigned to them. Accordingly, none of the Foreclosing Defendants in the action had the right to declare default, causes notices of default to be issued on recorded, or foreclosure on Plaintiffs’ interest in the Subject Property. The Foreclosing Defendants were not the note holder or a beneficiary at any time with regard to Plaintiffs loan.

39. Plaintiffs further allege on information and belief that none of the Foreclosing Defendants in this action are beneficiaries or representatives of the beneficiary and, if the Foreclosing Defendants allege otherwise, they do have to prove by the preponderance of any evidence they may, that they are in actual possession of any note secured by the Deed of Trust, that would have authorized Foreclosing Defendants to conduct the foreclosure.

40. None of the Foreclosing Defendants provided anything about mediation to the Plaintiffs before the foreclosing occurs even though NRS 107. 086 (3) allows “ (t)he grantor or the person who holds the title of record” to elect to mediate.

41. Pursuant to NRS. 107.086 (2)(c) a “trustee” shall not exercise power of sale... unless the trustee.. (causes to be recorded (an EMP certificate stating either) that to mediation is required (or that) mediation has been completed in the matter.” If the

homeowner elects mediation, the beneficiary of the deed of trust must participate in mediation in good faith and produce the documents and information specified NRS 107.086 (4) and (5) FMR 11 to earn a certificate permitting foreclosure sale. However, Plaintiffs were not given the opportunity to elect mediation under NRS 107. 086, as a result, there was no certificate exist in the record. Without the certificate to sale, the foreclosure is void and invalid.

42. None of the Foreclosing Defendants contacted Plaintiffs to discuss their financial situation. Moreover, none of the Foreclosing Defendants explored options with Plaintiffs to avoid foreclosure by providing an election-of-mediation form along with the notice of default and election to sell in violation of NRS 107. 086. Accordingly, the Foreclosing Defendants did not fulfill any of their legal obligation to Plaintiffs.
43. Consequently, Defendants engaged in a fraudulent and wrongful foreclosure of the Subject Property in that Foreclosing Defendants did not have the legal authority to foreclosure on the Subject Property and, alternatively, if they had the legal authority, they failed to comply with NRS. 170. 080, 107.086, and 107.028 *et seq.*
44. As a result of the above alleged wrongs, Plaintiffs have suffered general and special damages in an amount to be determined at trial.

SECOND CAUSE OF ACTION

QUIET TITLE

(AS TO DEFENDANTS BANK OF AMERICAL, N.A; ALL PERSONS UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE RIGHTS, TITLE, ESTATE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT ADVERSE TO PLAINTIFFS' TITLE, OR ANY CLOUD ON PLAINTIFFS' TITLE HERETO)

45. Plaintiffs incorporate herein by reference the allegations made in paragraphs 1 through-44 inclusive, as fully set forth herein.
46. Plaintiffs are the legal owner of the Subject Property that is commonly known as 2811 Cherrywood Lane, Hazel Crest, IL 60429.
47. Plaintiffs seek to quiet title against the claims of and DEUTSCHE NATIONAL BANK TRUST COMPANY anyone else claiming interest in the Subject Property. DEUTSCHE NATIONAL BANK TRUST COMPANY and any successors or assignees have no right to title or interest in the Subject Property and no right to entertain any rights of ownership including rights to possession.
48. Plaintiffs seek to quiet title as of as soon as possible. Plaintiffs seek a judicial declaration that the title to the Subject Property is vested in Plaintiffs alone and the Defendants and each of them be declared to have no interest, right, title, or interest in Subject Property and that Defendants, their agents and assigns, be forever enjoined from asserting any estate, right title or interest in the Subject Property.
49. As Defendants did have any legal ownership or interest in the Subject Property on the date of foreclosure, allegedly obtained the Subject Property through fraud and wrongful conduct, and failed to adhere to the strict statutory requirements to effectuate the foreclosure sale of the Subject Property, the foreclosure sale was void and invalid. Therefore, the Subject Property is still Plaintiff's property.
50. Accordingly, the Court should rule that the Subject Property remains Plaintiff's property and award consequential damages as proven at trial, but not less than all illegal fees and commissions received by all defendants, and not less than \$1,000,000.00.

THIRD CAUSE OF ACTIONS

FRAUD

51. Plaintiffs incorporated herein by reference the allegations made in paragraph 1 through 50, inclusive, as though fully set forth therein.
52. Defendants, their agents, officers, employees, and affiliated or associated parties engaged in a pattern of unlawful, fraudulent, or unfair predatory real estate practices causing Plaintiffs to become victims of such behavior and to be in jeopardy of losing their home through foreclosure.
53. Defendants have maintained a custom practice and policy of using the Cook County Recorder's office to record False and Fraudulent documents to be used in court proceedings to unlawfully foreclosure on home owner's properties without terminating or settling their interest in affect stealing properties without due process. Defendants are aware of the presumptive weight of their recordings in the Cook County Recorder's Office, and intentionally bypass statutory and constitutional safeguards on regular basis to steal and said properties.
54. Additionally, Defendants engaged in inequitable practices relating to Plaintiffs' alleged loan and the foreclosure of Plaintiff's home, including but not limited to initiating a foreclosure action without being properly following the statutory requirements of the foreclosure process.
55. Defendants unlawfully and fraudulently in violation of NRS 107.086, without giving Plaintiffs the opportunity to elect mediation, wrongfully foreclosed the Subject

Property.

56. Defendants fraudulent and unlawfully executed the Notice of Default and Election to Sale, since the record shows the DEUTSCHE NATIONAL BANK TRUST COMPANY was not the trustee or acting as agent for the beneficiary at the time of the execution of the Notice.
57. As a result of the Foreclosing Defendants' conduct. Plaintiffs have suffered compensatory, general and special damages in an amount to proof. Additionally, the Foreclosing Defendants acted with malice, fraud and./or oppression and, thus, Plaintiffs are entitled to an award of primitive damages.

**FOURTH CAUSE OF ACTION
TO SET ASIDE THE TRUSTEE'S SALE**

58. Plaintiffs incorporate herein by reference the allegations made in paragraph 1 through 57, inclusive though fully set forth therein.
59. In Illinois, sale made pursuant to NRS 107.086 must be declared by any court of competent jurisdiction in the county where the sale took place if the trustee of the other person authorized to make the sale does not substantially comply with the provisions of NRS 107.080 or any applicable provision of NRS 107. 086 and 107.087. Further, trial court may set aside a trustee's sale upon the grounds of fraud and unfairness.

Although the Notice names as DEUTSCHE NATIONAL BANK TRUST COMPANY the trustee, as an agent for the beneficiary, however, the record show was not a trustee of DEUTSCHE NATIONAL BANK TRUST COMPANY record at the time they executed the Notice of Default and Election to Sell Under Deed of Trust.

60. The signature in “Notice of Default and Election to Sell Under Deed of Trust” is not by the beneficiary or agent registered or substituted in the County Records of Clark County but by an agency LSI Title Agency, Inc. which unknown by the Trustor and with no interest in the Subject Property.
61. The Foreclosing Defendants never had the legal authority to foreclose, ie...the authority to exercise the power of sale as an assignee of the Note of Deed of Trust, because the Foreclosing Defendants’ interest was never acknowledged and recorded in violation of NRS 107.028 (4), resulting in the non-judicial foreclosure sale being void ab initio.
62. The Foreclosing Defendants never had the legal authority to foreclose because the instrument (Deed of Trust), which permitted foreclosure if the borrower was in default, is void as it was improperly assigned and/or transferred to the Foreclosing Defendants from the original lender. Therefore, the Deed of Trust could not provide a basis for foreclosure , and the non-judicial foreclosure is void.
63. Moreover, the Foreclosing Defendants never provided an opportunity for mediation to the Plaintiffs before the foreclosing occurs even though NRS 107. 086 (3) allows “(t) he/she the grantor or the person who holds the title of record” to elect mediate.
64. None of the Foreclosing Defendants contacted Plaintiffs to discuss their financial situation. Moreover, none of the Foreclosing Defendants explored options with Plaintiffs to avoid foreclosure by providing an election-of-mediation form along with the Notice Default and Election to sell in violation of NRS 107. 086. Accordingly the Foreclosing Defendants did not fulfill their legal obligation to Plaintiffs.
65. Plaintiffs hereby request an order of this Court that the Trustee’s /Sale was irregular,

wrongful and improper in that it was legally void and conducted without right or privilege, and in violations of Illinois foreclosure laws by the Foreclosing Defendants.

66. The public interest is served by ensuring that foreclosure sale occur only when there is no defect in the foreclosing process of the property transactions.

67. Accordingly, Plaintiffs are entitled to an Order to set aside the Trustee 's Sale.

PLAINTIFFS' APPLICATION FOR TEMPORARY RESTRAINING ORDER

68. Plaintiffs incorporate herein by reference the allegations made in paragraph 1 through 68, inclusive, as though fully set forth therein.

69. Plaintiff request this Honorable Court restrain Defendants, or any of them, Defendants' officers, agents, servants, employees, and assigns, constables, sheriffs, Justices of the Peace, an attorneys from directly or indirectly taking, leasing, encumbering, selling, taking possession of, altering, or destroying the Subject Property, reporting the Subject Property for any other sale, or otherwise disturbing or attempting to disturb Plaintiffs' peaceful possession and enjoyment of the Subject Property during the pendency of this cause. Unless this Honorable Court immediately restrains Defendants, or any of them, Defendants' officers, agents, servants, employees, and assigns, constable, sheriffs, Justices of the Peace, and attorney's from directly or indirectly taking, leasing, encumbering, selling, taking possession of, altering, or destroying the Subject Property, reporting or listing the Subject Property for any other sale, or otherwise disturbing or attempting to disturb Plaintiffs' peaceful possession and enjoyment of the Subject Property during the pendency of this cause. Plaintiffs will suffer immediate and irreparable injury, for which there is no adequate remedy at law to give Plaintiffs complete and final relief.

Moreover, specifically, Plaintiff will show unto this Court the following

- (a) The harm to Plaintiff is immediate because Plaintiffs property is at immediate risk of re-sale, possessions, alterations, or destruction whereupon Plaintiffs would lose the ability recover their property should Plaintiffs prevail in this action.
- (b) Plaintiffs will lose their home-a loss which is irreparable and cannot be adequately compensated for by money.
- (c) There is no adequate remedy at law will give Plaintiffs complete and final relief if the Temporary Restraining Order is not granted, and any transfer, alteration, possession, or destruction of Subject Property will be allowed to occur.
- (d) Plaintiffs have met their burden by establishing each element that must be present before injunctive relief can be granted by this Court, and Plaintiffs therefore are entitled to the requested Temporary Restraining Order.

70. Defendants have committed violations of Illinois state law relating to foreclosure process, and Illinois Foreclosure Mediation Rules (EMR), and Fraud.

71. Plaintiffs are likely to succeed on the merits of this lawsuit

TEMPORARY INJUNCTIONS

72. Plaintiffs incorporate herein by reference the allegations made in paragraph 1 through 72, inclusive as though fully set forth herein.

73. Plaintiffs seek a Temporary Injunction enjoining and restraining /Defendants, or say of them, Defendants' officers, agents, servants, employees, and assigns, constables, sheriffs, Justices of the Peace, and attorneys from taking any action against Plaintiffs connected with the Subject matter of this suit during the pendency of this suit.

PERMANENT INJUNCTIONS

74. Plaintiff incorporated herein by reference the allegations made in paragraph 1 through 74 inclusive, as though fully set forth therein.

75. Plaintiffs seek permanent injunction enjoining and restraining Defendants, or any of them, Defendants' officers, agents, servants, employees, and assigns, constables, sheriffs, Justices of the Peace, and attorneys from attempting to harass, foreclosure, or take any other action against Plaintiffs connected with the subject matter of this suit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray for judgment against the Defendant and each of them, jointly and severally, as follows:

1. That this Complaint be filed and that a day be appointed for a hearing on this matter.
2. That a Temporary Restraining Order be issued, restraining Defendants from directly or indirectly taking leasing, taking possession of, embracing, selling, altering, or destroying the Subject Property, reporting or listing the Subject Property for any other sale, or otherwise disturbing or attempting to disturb Plaintiff, peaceful possession and enjoyment of the Subject Property

during the pendency of this action.

3. That, after notice and hearing the Court set aside the Trustee's Side of the Subject Property and issue a temporary injunction enjoining and restraining Defendants directly or indirectly taking, leasing, taking possession of, encumbering, selling, altering, or destroying the Subject Property, reporting or listing the Subject Property for any other sale, or otherwise disturbing or attempting to disturb Plaintiffs' peaceful possession and enjoyment of the Subject Property.
4. That, after, trial on the merit, the Court permanently enjoin Defendants from directly or indirectly taking leasing, taking possession of, encumbering , selling, altering or destroying the Subject Property, reporting listing the Subject Property for any other sale, or a otherwise disturbing or attempting to disturb Plaintiffs' peaceful and enjoyment of the Subject Property.
5. For a declaration of rights and duties of the parties, specifically that the foreclosure of the Subject Property was wrongful.
6. For a declaration that Plaintiffs are the true and rightful owner of the Subject Property.
7. To vacate the Trustee's Deed
8. That all Defendants, their successors, agents, representatives, employees, and all persons who act in concert with them be permanently enjoined from committing any acts in violation of the statutes alleged therein.
9. To quiet title in favor of Plaintiffs and against Defendants.

10. For compensatory, special and general damages in an amount according to proof at trial, but not less than \$1,000,000.00 against all Defendants.
11. For punitive damages in an amount to be determined by the Court against all Defendants.
12. For civil penalties pursuant to statute, restitution, injunctive relief and reasonable attorney's fees according to proof.
13. For reasonable attorney's fees and costs.
14. For reasonable costs of suit and such other further relief as the Courts deems proper.

Juanita Shamberger 8/22/2013

DEMAND FOR TRIAL BY JURY

Plaintiffs demand a jury trial for all causes of action set forth therein.

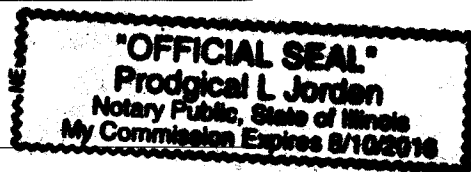
I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATED this 22nd day of August, 2013

Juanita Shamberger
Original Signature

Original Signature

NOTARY: *Prodigal L. Jordan*



COMMERCIAL AFFIDAVIT OF TRUTH and NOTICES:

- 1.) Of Fraudulent Mortgage Contract No.1008366625 between Affiant, Juanita Shamberger and Deutsche Bank National Trust Company, and
- 2.) Of Summary Judgment, and
- 3.) Of Mandate To Correct Fraud and Resolve Damages (Compensatory and Punitive), and
- 4.) UNAMBIGUOUS PUBLIC NOTICE of transfer of fully satisfied, unencumbered "Title of Ownership / Deed" of this Property at 2811 Cherrywood Lane, Hazel Crest IL 60429. to the Affiant, et al. due to the Fraud by Deutsche Bank National Trust Company
- 5.) Lawful Notification of Certificate of Satisfaction to the Clerk's Office of the Circuit Court of the County of Marlboro and the General Public

Notice to Principals is Notice to Agents, Notice to Agents is Notice to Principals.

DATE: August 22, 2013

TO: DEUTSCHE NATIONAL TRUST COMPANY, INDYMAC BANK, FSB
c/o Ira T. Nevel, Attorney No. 18837, on behalf of
Law Offices of Ira T. Nevel, LLC

FROM: Juanita Shamberger et al. , *Sui Juris*, Belligerent Claimant at Law (Affiant)
*****[property address]

CC: Clerk's Office of the Cook County

RE: Alleged Mortgage Contract No.1008366625 Between Affiant and, and **Deutsche Bank National Trust Company , and**
PUBLIC NOTICE of transfer of fully satisfied, unencumbered "Title of Ownership / Deed" of the Property at 2811 CHERRYWOOD LANE, HAZEL CREST, IL 60429. to the Affiant, et al. due to contract Fraud by **Deutsche Bank National Trust Company**, pursuant also, as the record shows, to the Property Ownership & Tax Records. The Doctrine of Estoppels, as you know, is in effect against any further **Deutsche Bank National Trust Company** activities related to Account 1008366625 until such time as this AFFIDAVIT (*Prima Facie Case*) has been both A-) Completely and lawfully rebutted by Deutsche Bank and B-) the rebuttal has been analyzed and accepted by the Affiant.

FOREWORD: Pursuant to:

- 1-) Recent nationwide banking failures and unlawful/fraudulent Mortgage foreclosure activities and their destructive results of, vitiates all claims to the related Alleged Mortgage Contract***** and property of the Affiant. Pursuant to minimally Whereas 10: as the record shows.
- 2-) **Deutsche Bank National Trust Company** part in causing and or allowing the Affiant's Property's Market Value to plummet while leaving the alleged, fraudulent mortgage amount in a destructive up-side-down situation with market advantages only in favor of the bank and banks around the nation.
- 3-) The Affiant's responsibility for reporting Title 18 USC 4 (Misprision of Felony) activities, it has come to the Affiant's attention that , **Deutsche Bank National Trust Company** as a banking institution, has the Lawful Responsibility to Lawfully Rebut the Averments presented herein in the Affiant's -- **Whereas: Averment Statements** -- This COMMERCIAL AFFIDAVIT OF TRUTH and NOTICES is to correct the harms and damages using the Summary Judgment format of this Affidavit (*prima facie case, Pursuant minimally to Whereas 16 and 17*) related to:
 - a.) The Invalid / Fraudulent Mortgage Contract Account 1008366625 caused by **Deutsche Bank National Trust Company NA**. Pursuant minimally to Whereas 9
 - b.) To Correcting Fraud and Damages caused by **Deutsche Bank National Trust Company** -- both compensatory and or punitive -- associated with the alleged Mortgage Contract 1008366625 allegedly between Leroy Smith et al. and Felton Smith (Affiant) and **Deutsche Bank National Trust Company** *nt minimally to Whereas 17*.
 - c.) Providing a Lawful Rebuttal to this AFFIDAVIT must be certified and sworn to by a responsible, **Deutsche Bank National Trust Company** Executive Officer and these rebuttals must lawfully rebut each of the Affiant's Whereas: Averment Statements with Forensic Audit detail evidence and each rebuttal must be accepted by the Affiant who must be lawfully satisfied before the Doctrine of Estoppels can be lifted from **Deutsche Bank National Trust Company** related to this alleged Mortgage Contract *****.
Pursuant minimally to Whereas 17.

Once **Deutsche Bank National Trust Company** lawful, responsible official has sworn to and certified and presented **Deutsche Bank National Trust Company** Lawful Rebuttals with the Forensic Audit detail and format with three witnesses (witness shall be officers) to the sworn, certified evidence as lawfully specified herein the Affiant's validation process and reporting duties will begin.

The Lawful Validation Process of this "AFFIDAVIT" is intended to assist and ensure that **Deutsche Bank National Trust Company** responsible officials verify and certify with the necessary, lawful forensic particularity that **Deutsche Bank National Trust Company**, related to Alleged Mortgage Account 1008366625, did not introduce any Fraud into this Mortgage Contract by violating any of the Obligations of Contracts *ab initio* and did in fact originally put up lawful consideration (*Pursuant minimally to Whereas 9*) from lawful resources, *stare decisis*. Lawful certification that **Deutsche Bank National Trust Company** consideration was in fact lawful is a necessary, lawful step to assist in validating that **Deutsche Bank National Trust Company** is a lawful party to said Mortgage Contract 1008366625 before any more mortgage payments or other collection processes or procedures or other actions are accepted or undertaken by **Deutsche Bank National Trust Company** for the Alleged Mortgage Account 1008366625. At the conclusion of the Affiant's verification process and if "**Deutsche Bank National Trust Company's** validation" is accepted by the Affiant, et al., the Affiant will forward the actual Lawful payment of real, lawful money once **Deutsche Bank National Trust Company** proves and certifies with sworn forensic detail evidence that BANK did in fact pay the Affiant with real, lawful money from BANK's existing resources (*Pursuant minimally to Whereas 9*). Otherwise the doctrine of estoppels remains operative denying **Deutsche Bank National Trust Company** any claim or right of action of any kind to alleged mortgage account ***** and the associated property and this Affidavit Serves as PUBLIC NOTICE of transfer of the fully satisfied, unencumbered "Title of Ownership / Deed" of this Property to the Affiant, et al. due to the Fraud by **Deutsche Bank National Trust Company Purs ant minimally to Whereas 9**.

Lacking a lawful certified, sworn to rebuttal from an responsible business official to the Affiant's Averments which are presented for analysis and possible rebuttal also in the following **Whereas: Averments** will activate the following Summary Judgments, NOTICES and Actions:

- 1.) PUBLIC NOTICE that if this Affidavit is not rebutted with lawful, certified, and sworn to evidence then this Affidavit stands as a duplicate of the transfer of the fully satisfied, unencumbered "Title of Ownership and Deed" for this Subject Property at 2811 Cherrywood Lane Hazel Crest, IL 60429. to the Affiant, et al. due to contract Fraud by **Deutsche Bank National Trust Company** and,
- 2.) To Correct Fraud and Harms and Damages and the fraudulent Processes and Procedures including but not limited to:
 - A-) Return to Affiant all Principal and Interest payments in the amount of \$.153,000.00? made by the Affiant, plus 25 percent interest equaling \$38,250.00?, **totaling \$191,250.00?**, as the record shows, which payments were fraudulently accepted by **Deutsche Bank National Trust Company**, and
 - B-) Other compensatory and or punitive damages of \$1 million are to be paid to Affiant for **Deutsche Bank National Trust Company** gross and outrageous negligence, pursuant, as the record shows, to the *stare decisis Pursuant minimally to the Whereas Notices herein*, and

C-) Violations of other Maxims of Law.

D-) Provide Affiant with a filed, certified copy of Certificate of Satisfaction for said property within 7days.

3.) The formal filing of 18 USC Misprision of Felony charges against **Deutsche Bank National Trust Company** in the Clerk's Office of the US DISTRICT COURT .

4.) Pursuant to the Doctrine of Estoppels which the *prima facie case* of [Juanita Schamberger] **al. v. Deutsche Bank National Trust Company.**

this Affidavit * has generated commencing on the DATE of this Affidavit. **Deutsche Bank National Trust Company** , et al. is precluded from any actions related to Affiant, et al. and or this Alleged and fraudulent mortgage contract ***** including but not limited to:

A-) Credit Reporting / tampering related to the Affiant, and

B-) No foreclosures or lien(s) are to be put on anything related to the Affiant's properties or resources, and

C-) No "character assassinations" of any kind will be brought against the Affiant.

*** Pursuant to *Husbands v. Commonwealth of Pennsylvania, D.C. Pa., 395 F. Supp. 1107; and United States v. Kis, 658 F.2d 256 (1981) "Indeed no more than an (affidavit) is necessary to make a prima facie case."***

Whereas 1: Notice to Agent is Notice to Principal, Notice to Principal is Notice to Agent.

Whereas 2: *"The very essence of civil liberty certainly consists in the right of every individual to claim all the protections of the Rule of Law afforded all Inhabitants whenever they receive an injury, before a State convened, fully informed jury that is not influenced by or tampered with by any ultra vires acts of any Public Servant. This Fact and Right is self-executed and protected minimally by: "In God We Trust", the "Bill of Rights" Amendments 5 and 7 of the Constitution for the U.S. that only Sovereign States can lawfully convene uninfluenced, fully informed, lawful Grand or Petite Juries."*
Additionally these Rule of Law protections are pursuant to: God's Rule of Law, The Constitutions for the 50 Sovereign States and for the United States, The 1776 Declaration of Independence, The Northwest Ordinance of 1787, and other appropriate Founding Documents and Rule of Law of America and many of "The Great Documents of Western Civilization", *Marbury v. Madison, 1 Cranch 137, 163 (1803).*

Whereas 3: The Affiant may appear to Not be Schooled in the law but he is still a *Sui Juris* individual exercising his rights under law for proper, lawful action under the law related to the actions portrayed in this matter. The Affiant further asks you to take judicial notice pursuant to Rule 201 of the Federal Rules of Evidence of the enunciation of principles stated in King v. Knoll (No. 04-04149-JAR), Whitney v. State of New Mexico (113 F.3d 1170), and Haines v. Kerner (404 U.S. 519), wherein the courts directed that those who are unschooled in law making complaints/pleadings "...however in-artfully pleaded are sufficient to call for the opportunity to offer supporting Evidence," shall have the court look to the substance of the

complaint/pleadings rather than the form and hereby makes the pleadings/notices herein to the above referenced matter WITHOUT waiver of any defenses and with All Rights Reserved.

Whereas 4: Title to anything cannot be passed by a thief, NOR can an Unlawful Contract be passed by a thief. Therefore, a buyer or AGENT cannot hold anymore than a thief can pass, which is nothing. The passage of time nor repeated chicanery by anyone does not alter the fact, nor can time or repeated chicanery restore something to whole that was less than whole in the beginning, *stare decisis*.
Judge Charles Busick et al.

Whereas 5: Repeated attempts at Chicanery to use Vague "COLOR OF LAW" or Unconscionable, Unlawful, Vague Contracts when NO VALID LAW or VALID CONTRACT EXISTS, are only intended to "Trap the Innocent". It is both a basic principal of 1) Due Process and 2) A Maxim of Law that an enactment is void for vagueness if its prohibitions or expectations are not clearly defined and not lawfully adhered to by all parties in the case of contracts. By any other words such actions are all unlawful and unconstitutional...and minimally invoke 18 U.S.C. § 371 Conspiracy and 18 U.S.C. § 1001, and 18, 241, and 18, 242(Color of Law) , and U.C.C. § 3-501 and the self-executing laws in §§ 3 and 4 of the 14th Amendment (U.S. Const.),, *stare decisis*.

Whereas 6: "...the "**Rule of Law**" offers a promise to mankind that no authoritarian system could ever match."

President Dwight D. Eisenhower (Ike)

* "*Sui Juris*, Sovereignty, and Active Personal Responsibility by We The People of America ensures that the Rule of Law will ALWAYS guarantee that the "Rule by the Many over the Many" From the Local Level is ALWAYS properly operating in America, i.e. the Monroe Doctrine of 1823 continues to be guaranteed (i.e. Government Of The People, For The People, and By The People of Our Own Country, America). *America's Rule of Law is minimally documented in: 1.) God The Creator's Law, 2.) 1776 Declaration of Independence; 3.) State and Federal Constitutions, 4.) The States' Bill of Rights, 5.) Northwest Ordinance of 1787, 6.) The Magna Carta 1215, and 7.) The Monroe Doctrine of 1823.*"

Further, The "Rule of Law" MINIMALLY mandates five things:

- 1) Laws are NEVER to violate minimally God's Law, (as also spelled out in the Magna Carta 1215 which binds The Crown to also uphold God The Creator's Law), nor the American Declaration of Independence, nor any of the State or Federal Constitutions of America, nor the Northwest Ordinance 1787, Nor are Laws ever to relieve America's Public Servants / Officials from the "Responsibilities and Public Trust" which they take on as "The People's" "Public Servants" which are only partly spelled out in their public oaths.
- 2) Laws are enacted only by a visible, public, due process by We The People and their duly elected delegates in only the Legislative Branch, Laws are enforced and administered by We The People in a way that is accessible, free, fair, efficient, and Constitutional i.e. complimentary to the Sacred Rule of Law.

- 3) Laws are approved AND written by only We The People and are clear, fair, stable and protect fundamental personal and property rights.
- 4) Public Officials and Government bodies are always accountable under the law for both self-imposed punishments and for punishments imposed by We The People.
- 5) Laws of America's 50 States and those attempting to be unlawfully foisted upon the 50 States, [by forces outside the VETO POWER of the inhabitants of the 50 States (i.e. "NO LAWFUL REPRESENTATION") like the United States operating unlawfully and covertly against the 50 States under Article 1 § 8 Clause 17 and other Articles of the Constitutions for and of the U.S. and the United Nations and the Council on Foreign Relations (CFR) and the IMF, etc.,] are approved, validated, upheld, AND enforced, as appropriate, only by We The Sovereign American People ALL of whom have NO Conflicts of Interest. We The People in validating, upholding, and enforcing the laws will act as Fully Informed Jurors / Justices who have complete Jury Nullification powers and may use the long standing Common Law Court Venues of every state. The Long Standing Impartial, Un-tampered with, Fully Informed Jury and Common Law Courts are protected minimally from the Local to State to National to International Levels through the consistent, predictable clear enforcement of the Rule of Law and by the Constitutions of the 50 States and Article III and the 5th, 6th, and 7th States' Bill of Rights of the Constitution for the United States and by the consistent lawful processes We The People use in the administration of the Common Law Courts in the protection of the sanctity of the Rule of Law.

America's Declaration of Independence and Constitutions and The American Bar Association 2008.

America's Rule of Law and other restrictions We the People place on our public servants / officials and on ourselves as responsible members of society are intended to severely limit the scope of power of ALL our governmental officials and functions.

Whereas 7: *"...when long trains of abuses and usurpations, pursuing invariably the same object of injuring the people and denying their unalienable rights..."* finally cause the political environment to become '*...PREGNANT WITH ALARMING CONSEQUENCES...*' we are reminded of, among other things, both America's Declaration of Independence 1776 and America's Constitutions and their mandates of the *sui juris* responsibilities of all Americans to correct these wrongs by enforcing the Rule Of Law.

Whereas 8: "Only Belligerent Claimants acting for themselves have Unalienable Rights (Rights) as an Accused in any court proceedings when the court, et al. attempt in any way to deny the Accused full or partial access to any of their Rights. No attorney can claim this right for an Accused. Only the Accused, acting persistently, aggressively, and professionally as a Belligerent Claimant at Law and Adversary to the wrongs being attempted by the court, et al., can secure access to these Rights for his/herself..." The individual Rights protected and guaranteed by our Constitutions can be compromised or ignored by our government and its agents in courts and judicial proceedings, et al. by their overt, covert, and silent acts. The courts, et al. will not inform an accused of their rights... *U.S. vs. Johnson (76 Fed Supp. 538)*, Federal District Court Judge

James Alger Fee ruled that, "The privilege against self-incrimination is neither accorded to the passive resistant, nor to the person who is ignorant of his rights, nor to one indifferent thereto. It is a FIGHTING clause. Its benefits can be retained only by sustained COMBAT. It cannot be claimed by attorney or solicitor. It is valid only when insisted upon by a BELLIGERENT claimant personally." *McAlister vs. Henkel*, 201 U.S. 90, 26 S.Ct. 385, 50 L. Ed. 671; *Commonwealth vs. Shaw*, 4 Cush. 594, 50 Am.Dec. 813; *Orum vs. State*, 38 Ohio App. 171, 175 N.E. 876. The one who is persuaded by honeyed words or moral suasion to testify or produce documents rather than make a last ditch stand, simply loses the protection. He must refuse to answer or produce, and test the matter in contempt proceedings, or by habeas corpus."

Whereas 9: *"The law of contracts mandates that, among other requirements, any party to a contract shall in fact put forth lawful consideration in order to lawfully consummate an alleged contract." US Constitution on contracts and the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692, among other things, mandate that neither a non lawful contract nor an already discharged debt SHALL be collected. Further, in the matter of First National Bank of Montgomery vs. Jerome Daly December 7, 1968 Martin V. Mahoney, Justice, Credit River Township, Scott County, Minnesota, District Court (Article III Court) concurred with a fully informed Jury, among other things, that the law of contracts mandates that any lawful party to a contract must have certified, sworn to, forensic proof which lawfully verifies that the party(ies) in question does have lawful consideration in that contract. This party's proof must include the certified, forensic Accounting Detail Data of the account from which this "money" was allegedly secured which the party claims they allegedly lent from their own assets (money) in order to lawfully satisfy the "consideration" requirement of a lawful contract. The party must provide this certified, lawful, forensic proof in order to: 1) Lawfully have consummated that alleged contract (Instrument); and 2) Have a lawful, certified claim in the alleged contract, and 3) Show certified, forensic evidence that the Lawful obligations of contracts has not been impaired (Article I § 10 Clause 1 U.S. Constitution) which impairment invalidates any contract ab initio, stare decisis.*

Whereas 10: *"There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments" and that "Fraud upon the court makes void the orders and judgments of that court" U.S. v. Throckmorton, 98 U.S. 61.*

Whereas 11: In 347 U.S. 483, the United States Supreme court enunciated that the constitution is the supreme law of the land and that Article VI of the constitution makes it, of binding effect on the States "any Thing in the Constitution or Laws of any State to the contrary notwithstanding." And finally, it is quoted in *Cooper v. Aaron*, 358 U.S. 1, "#9. No state legislator or executive or judicial officer can war against the constitution without violating his solemn oath to support it."

Whereas 12: The Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692, among other things, mandate that an already discharged debt SHALL NOT be attempted to be collected multiple times.

Whereas 13: All Public Oaths Are Accepted and the *Sui Juris* Affiant Never Intended To Consent
Page 7 of 18

Commercial Affidavit of Truths and Notices to Deutsche Bank National Trust Company v
(Deutsche Bank National Trust . v. Juanita Schamberger. 09 CH 26480 case number)

With or To Your Proceedings Or Procedures.

Whereas 14: The Laws of God Our Creator (“*In God We Trust*” & *With Moses’ Dominance in the U.S. Supreme Court along with the Ten Commandments*) are the Final Arbiter of All Man Made Laws including A) those “Positive Laws” that compose the Rule of American Law that have jurisdiction over the 50 Sovereign States and B) those “NON-Positive Laws” that have jurisdiction over the ten mile square area as specified in Article 1 § 8 Clause 17 of the Constitution for the united States.

Whereas 15: The offense(s), by government officials, of exciting and stirring up quarrels and suits for profit, either at law or otherwise, is known as Barratry and Champerty which are offenses and violations against both Public Oaths and Anti-“Conspiracy to Defraud” Statutes. *State v. Batson*, 220 N.C. 411, 17 S.E.2d 511, 512, 513. *Isbell Enterprises, Inc. v. Citizens Cas. Co. of New York*, D.C.Tex 303 F.Supp. 549, 552. and 18 U.S.C. § 371 Conspiracy and 18 U.S.C. § 1001, and 18, 241, and 18, 242 (*Color of Law*), and U.C.C. § 3-501.

Whereas 16: **United States v. Kis, 658 F.2d 256 (1981)** “*Indeed no more than an (Affidavit) is necessary to make the prima facie case. The Affidavit (a prima facie case) requires a sworn to, certified, Point for Point rebuttal in order to prevent the doctrine of estoppels from becoming operative*”.

Whereas 17: “An Affidavit of Truth requires a sworn to, Point for Point rebuttal to prevent the doctrine of estoppels from becoming operative”

This Affidavit, “a prima facie case” is also an instrument of formal NOTICE to the Addresses of the fiduciary and ministerial duties imposed upon them, et al. related to this matter. The aforesaid citations minimally are the duty of all government, financial, and legal officials, et al. and their principals and agents, et al. to understand and to be guided by in order to protect their Public Oaths, Bonds, and “Public Trust” with which they have been entrusted.

I) Now comes the Affiant, Juanita Shamberger, *Sui Juris*, A natural freeborn American, sovereign and inhabitant of the Republic of America who is of lawful age and who is presumed and assumed to be a belligerent claimant at law (per the Trading With the Enemy Act of 1917 as Amended 1933). The Affiant states her first hand Experience and Knowledge of the facts already filed, Including Oath Purgatory, and herein contained and hereby deposes and affirms this “**COMMERCIAL AFFIDAVIT OF TRUTH and NOTICES: 1.) Of Invalid Mortgage Contract, 2.) Of Summary Judgment, 3.) To**

Page 8 of 18

Commercial Affidavit of Truths and Notices to Deutsche Bank National Trust Company v (Deutsche Bank National Trust . v. Juanita Schamberger. 09 CH 26480 case number)

Correct Fraud and Damages” RE: Alleged Mortgage Contract 1134035063 (“AFFIDAVIT”) to be a prima facie case pursuant to *Husbands v. Commonwealth of Pennsylvania, D.C. Pa., 395 F. Supp. 1107*; and *United States v. Kis, 658 F.2d 256 (1981)* “*Indeed no more than an (affidavit) is necessary to make a prima facie case*”. Thus, this “AFFIDAVIT” instrument is a formal notice of the fiduciary and ministerial duty imposed upon you, et al. with a fifteen day period, from the time of your receipt of this “AFFIDAVIT”, to rebut each averment (*i.e. numbered Whereas: Citations & Statements* and the Affirmation Page) on a point for point basis with certified, sworn to particularity or this “AFFIDAVIT” remains Truth in Fact and becomes a Summary Judgment *Nil dicit* and the doctrine of estoppels becomes operative and self-executing on this matter of Alleged Mortgage Contract ***** and all associated matters.”

- II) **Further the Affiant, *Sui Juris*, is NOT a pro se litigant because the Affiant is not litigating anything and as the record shows the Affiant has no lawful contract / instrument with Deutsche Bank National Trust Company which is further Summary Judgment proof that this Alleged Mortgage Contract ***** is lawfully estopped, and in Fact is Null and Void *ab initio* and is dismissed with prejudice because there is NO evidence of a Lawful contract and you are in fact breaking the laws of the Constitutions and the Constitutionally protected rights and have engaged the self-executing Constitutional protections.**
- III) It has never been the Affiant’s intent to not offset or satisfy any certified and lawful debts. Therefore the enclosed financial instruments’, representative copy, for another Mortgage payment are not to be deposited by **Deutsche Bank National Trust Company** until **Deutsche Bank National Trust Company** has lawfully sworn to and certified all point for point rebuttals may use to rebut all the statements, citations, and averments herein.

Notice of Lawful Debt Validation Procedures

- IV) The Affiant herein Notices **Deutsche Bank National Trust Company** of your obligation to lawfully **validate, verify, and certify** the alleged Mortgage Contract ***** with lawful, certified forensic particularity pursuant to the following:

Page 9 of 18

Commercial Affidavit of Truths and Notices to **Deutsche Bank National Trust Company v (Deutsche Bank National Trust . v. Juanita Schamberger. 09 CH 26480 case number)**

Article IV Sec.1 of the US Constitution;

The Massachusetts Code of Regulations (CMR) at 940 CMR 7.00;

Massachusetts General Laws (MGL), Chapter 93, section 2;

Massachusetts Code of Regulations at 209 CMR 18.00;

The Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. 1692; and,

The Massachusetts Uniform Commercial Code at MGL, Chapter 106, section 9-208.

The Affiant requires that US provide the following lawfully sworn to and certified documents in order to lawfully validate and verify the alleged Mortgage Contract *****.

1. The complete legal name and address of the original creditor and provide documentation that they are registered to conduct business in the States of Illinois.
2. The complete legal name and address of Deutsche Bank National Trust Company , and documentation that Deutsche Bank National Trust Company is registered to conduct business in the States of Illinois.
3. Provide certified copies of any original agreements, contracts or other original documents, with the bona fide signatures of the parties to the alleged Mortgage Contract including the Affiant and any and all authorized representatives of Deutsche Bank National Trust Company , or any other parties alleging to have a claim (including proof of their authority), on the alleged debt allegedly associated with alleged Mortgage Contract in accordance with FDCPA § 808 (1) - Unfair practices [15 USC 1692f] (and/or 209 CMR 18.17), Federal Rules of Evidence - Rule 1002 (or Rule 1003) and the Massachusetts General Laws, Chapter 106, section 1-201 (3) and other applicable Federal and State Laws and Regulations; and state the location(s) of any and all alleged records relative to this matter.
4. Authenticate, validate and verify the accounting of ALL charges, per the provisions of MGL, Chapter 106, section 9-208, 209 CMR 18.18, and the FDCPA § 809 – Validation of Debts. Have US , et al. provide a certified copy of the journal entry and certified copies (front and back) of all checks issued on this account.
5. Verification that Deutsche Bank National Trust Company in the creation of this alleged account lent its own assets (money) by indicating the certified Forensic Accounting Data for the Deutsche Bank National Trust Company account from which this “money” was secured.
6. Please provide the date(s) this alleged debt was assigned (and/or sold) and amount of consideration and all terms and conditions. Please identify the basis of this assignment or purchase amount and provide documents of any and all assignments (or purchases) of the alleged debt of the reference cited above and the assignments (or purchases) process undertaken.

Page 10 of 18

Commercial Affidavit of Truths and Notices to Deutsche Bank National Trust Company v (Deutsche Bank National Trust . v. Juanita Schamberger. 09 CH 26480 case number)

7. Please provide documentation detailing all assignees or holders and debt collectors of this alleged debt including former law firm(s) engaged to collect this alleged debt and transaction dates and any filings in accordance with Fair Credit Reporting Act (FCRA) § 623. Responsibilities of furnishers of information to consumer reporting agencies [15 U.S.C. § 1681s-2] and FCRA § 611, procedure in case of disputed accuracy [15 U.S.C. § 1681i (a) (5)]. Please provide certified documentation of the alleged debt detailing the transactions and accounting and how the alleged debt amounts were calculated.
8. Please provide documentation that indicates any credit bureaus to which negative marks associated with this alleged debt were reported (Experian, Equifax, Trans Union).
9. Agreement with your client that grants you the authority to collect on this alleged debt and documentation that nullifies any previous agreements.
10. Any insurance claims that have been made by any creditor (holder/assignee) regarding this alleged debt or available at any time to anyone.
11. If the alleged debt was assigned (or sold) as part of a portfolio, copies of all offerings, counteroffers, and sales documentation and agreements and documentation identifying third party interests, delineating all associated transactions and accounting including tax treatment (such as "write-offs" or "charge-offs, as evidenced on my Credit Report).
12. Detailed documentation of any Credit Derivatives (as Collateralized Debt Obligations (CDOs)) contracts associated with and/or exercised in regard to this alleged debt by any bank or holder or assignee relative to the reference alleged debt cited above.
13. Identify the status and treatment of this alleged debt as documented and reported for conformance to each holder(s) (or assignee's) and the original creditor's banking or successor banks' regulations and/or regulations (Federal and State Tax) pertaining to debt and interest and particular with debt "charge-offs" or "write offs".
14. Please provide copies of documentation that list individuals with direct personal knowledge correlated to each of the documents provided in compliance with these requests delineating their relationship relative to this disputed debt, their current position now, and contact information.
15. Please provide any and all associated documentation delineating chain of custody, ownership, and control, and, relationships between any banks, assignees or holders, purchasers of alleged or defective debt, and any and all records in relationship to the same.

In addition to the above, The Affiant further Notices and Mandates Deutsche Bank National Trust Company to take the following actions:

- A. Please contact any credit agencies to whom you have reported this alleged debt, and inform them that this debt is being disputed; and forward a copy of this letter to any creditor who alleges that Juanita Schamberger owes this alleged debt of the reference

cited above, and inform them that the alleged debt of the reference cited above is being disputed and is currently paid in full and paid as agrees and never late.

- B. Except as specifically outlined herein, I am requesting that you cease all communication with Juanita Schamberger, about the alleged debt as required by law, in strict conformance with the FDCPA, the ***** Consumer Protection Laws, and other law cited, herein, limited to providing me with the validation and other documentation requested in this letter and/or informing me that you have ceased collection efforts.
- C. Any response not meeting the prescribed requirements of the above noted laws and regulations will be deemed a non-response. All responses must contain the full, legal name and title of the individual responding and contain a sworn statement as prescribed by law attesting to the facts stated therein (authenticated). Per the provisions of the UCC your response is required within 15 days of your receipt of this request.

WARNING - SELF EXECUTING CONTRACT

Deutsche Bank National Trust Company is also being put on NOTICE that if Deutsche Bank National Trust Company, attempts to take any action against the Affiant that Deutsche Bank National Trust Company is not legally authorized to take, in violation of the ***** Consumer Protection Act and Massachusetts Consumer Protection Laws at 209 CMR 18.17 and the Fair Debt Collection Practices Act (FDCPA), Deutsche Bank National Trust Company agrees, by your silence and acquiescence, to pay the Affiant, based on the fee schedule below for each violation, and that Deutsche Bank National Trust Company authorizes a UCC Form 1 to be filed against Deutsche Bank National Trust Company, your Officers and/or your Employees and/or your Agents, with your local Secretary of State's Office for violations of the Affiant's protected rights and for harassment.

VIOLATION FEE SCHEDULE

- I. Harassing Phone calls - After proper notification, as verified by the postal return "green" card, and without providing the lawful documentation Noticed above, \$5,000 per occurrence;
- II. Selling of the disputed "mortgage", without providing proper validation or verification to another entity or person, \$350,000 and;
- III. Taking any legal action, Deutsche Bank National Trust Company is not authorized to take (i.e. ex-parte attachments, improper process of service (notification of any pending court or foreclosure procedures) to obtain default judgments, etc, \$1,000,000.00 .

NOTICE

Deutsche Bank National Trust Company must rebut all averments in this "AFFIDAVIT" in writing with sworn to and certified particularity within the prescribed 15 days of Deutsche Bank National Trust Company receipt of this "AFFIDAVIT". Deutsche Bank National Trust Company must support all rebuttals with lawful, sworn to, certified fact, evidence, and constitutionally based law and or lawful case law. Deutsche Bank National Trust Company failure to lawfully rebut this "AFFIDAVIT" as stipulated, is Deutsche Bank National Trust Company agreement with the truth, correctness, and lawfulness of everything in this "AFFIDAVIT" meaning there is

Page 12 of 18

Commercial Affidavit of Truths and Notices to Deutsche Bank National Trust Company v (Deutsche Bank National Trust . v. Juanita Schamberger. 09 CH 26480 case number)

no lawful “debt” associated with the alleged Mortgage Contract No. 1008366625 *ab initio*. Deutsche Bank National Trust Company’s failure to lawfully rebut this “AFFIDAVIT”, is Deutsche Bank National Trust Company irrevocable admission attesting to the truth of this “AFFIDAVIT” which is fully binding upon Deutsche Bank National Trust Company in any court in America and the doctrine of estoppels becomes fully operative and self-executing upon this alleged Mortgage Contract No. 1008366625 and all associated activities thereto by Deutsche Bank National Trust Company, et al.

Conduct yourself accordingly.

- V) Pursuant to the “Notice of Lawful Debt Validation Procedures” herein the Affiant has seen NO evidence that the said alleged Mortgage Contract No. 1008366625 allegedly between Juanita Schamberger., *Sui Juris* (Affiant) and Deutsche Bank National Trust Company was not Unlawful and Null and Void ab initio because of Fraud (stare decisis) in that there is no lawful instrument with wet ink signatures substantiating that Deutsche Bank National Trust Company put forward certified, valid, and lawful consideration from their own resources.
- VI) It is an “Impossibility” for the alleged Mortgage Contract No. 1008366625 to lawfully exist. Ex Maleficio Non Oritur Contractus [A contract cannot arise out of an illegal act] such as 1.) The unlawful ruse of no certified, lawful consideration having been put forward by from its own assets, *stare decisis (see Whereas 9: above)* or 2.) Deutsche Bank National Trust Company dereliction of duty of not satisfying the lawful requirements to create a certified, lawful mortgage contract and then not revealing dereliction of duty to the Affiant that, “Deutsche Bank National Trust Company *did not put forward a lawful consideration from their own assets,*” thus making this alleged mortgage contract No. 1008366625 also an “*unconscionable contract*” which violates another of the lawful maxims of lawful contracts which requires full disclosure in addition to having lawful consideration. Hence, this alleged mortgage contract is No. 1008366625 Null and Void *ab initio, stare decisis (see Whereas 9: above)*.
- VII) Moreover, all courts within the State of Illinois lack jurisdiction to hear any claim that stem from fraud as the record shows by an alleged, non appearing Plaintiff (Deutsche Bank National Trust Company) (*stare decisis also-- Pursuant to Article IV Sec.1 of the US Constitution*) including, but not limited to, the Commonwealth of Mass’s **Statutes**

Preventing Frauds And Perjuries, therein at **M.G.L. chapter 259 § 1**, entitled, **Actionable contracts; necessity of writing**, which states in pertinent part, **“No action shall be brought (i.e. no lawful claim can be filed in any court) ... Unless the lawful promise, lawful contract or lawful agreement upon which such action is brought, or some lawful memorandum or lawful note thereof, is in writing and signed by both lawful parties to alleged contract.”** Thereby further proving that Deutsche Bank National Trust Company claim against alleged mortgage contract No. is and has been Null and Void *ab initio* and Deutsche Bank National Trust Company claim is dismissed with prejudice from further consideration, *stare decisis* (“The law of contracts mandates that, among other requirements, any party to a contract shall in fact put forth lawful consideration in order to lawfully consummate an alleged contract.” **US Constitution on contracts** and the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692, among other things, mandate that neither a non lawful contract nor an already discharged debt SHALL NOT be attempted to be collected multiple times. Further, in the matter of First National Bank of Montgomery vs. Jerome Daly December 7, 1968 MARTIN V. MAHONEY, JUSTICE, Credit River Township, Scott County, Minnesota, District Court (Article III Court) ruled in concert with a fully informed Jury confirming, among other things, that the law of contracts mandates that any lawful party to a contract must have certified proof of having lawful consideration in that contract in order to: 1) Lawfully have consummated that alleged contract (Instrument); and 2) Have a lawful claim in said contract, and 3) Show certified, forensic evidence that the Lawful obligations of contracts has not be impaired (Article I § 10 Clause 1 U.S. Constitution) which would invalidate said contract *ab initio*, *stare decisis* . ”

- VIII) Wherefore due to past and recent unlawful behaviors by the Banking and Mortgage Industries, et al. the Affiant Notices Deutsche Bank National Trust Company to take notice of such facts and further that no lawful contract exists nor could any lawful contract exist to justify an illegal mortgage contract related act(s) or any act which is not lawful, therefore it is an impossibility for any kind of a writing binding the Affiant to this alleged mortgage contract No. 1008366625 to exist because none exists, and for any institution, et al. (court) to support Deutsche Bank National Trust Company

fraudulent, unfounded, unlawful, and uncertified will undoubtedly be participatory Fraud perpetuated by any institution or their agent(s), et al. such as a court, which equates and results in judicial misbehavior from the bench, which is not lawfully allowed or condoned and which voids all related fraudulent judgments pursuant to UCC 1-201(16) creating fraud through material misrepresentation vitiates all forms, contracts, testimony, agreements, judgments, etc. expressed or implied, from the beginning, *U.S. v. Throckmorton*, 98 U.S. 61 *Fraud has no statute of limitation.*

- IX) The Affiant hereby states that it is not, now, nor has it ever been The Affiant's intention to avoid discharging any obligation for which the Affiant has a lawful liability under the Constitutions for the United States and for the 50 Sovereign States. It is the Affiant's duty and intent to uphold the law as originating in these Constitutions exclusive of any "Color of Law" strategies that may be being used by any government or financial institution official(s), et al. (U.S.C. 18 § § 241 & 242 mandates that officials are NOT to operate under "Color of Law"). Further, all the **above** WHO OPERATE IN ANY PUBLIC CAPACITY OR WHO OPERATE AS AGENTS, EVEN IF JUST TEMPORARILY ON BEHALF OF ANY ENTITY THAT DOES OPERATE IN A PUBLIC CAPACITY have responsibility for upholding these Public Oaths to uphold said Constitutions. Also pursuant to your Public Oaths, you must abide by them in the performance of all your official duties or you violate the Supreme Law of the Land, perjure your Public Oaths, and you invoke the self-executing Sections 3 and 4 of the 14th Amendment to the U.S. Constitution which require such offending official(s) to remove himself / herself forthwith from their office(s) or in the case of judges, if necessary, to be removed by a bailiff. Also, Title 18 USC 4 (Misprision of Felony) Mandates and Compels whoever, having knowledge of the actual commission of a felony cognizable by the court of the US, conceals and does not as soon as possible make known that same to some judge or other person in civil or military authority under the US, shall be fined not more than \$5000 or imprisoned not more than five years, or both.
- X) Plaintiff claims and taking payments over the life span of this alleged mortgage contract No. 1008366625 have been Unlawful and Null and Void ab initio because of Fraud

(stare decisis) in that there is no lawful instrument with wet ink signatures substantiating the alleged contract. *(Title to anything cannot be passed by a thief NOR can an Unlawful Contract be passed by a thief. Therefore, a buyer OR AGENT cannot hold anymore than a thief can pass, which is nothing. The passage of time does not alter the fact, nor can time restore something to whole that was less than whole in the beginning, stare decisis.)*

- XI) With Deutsche Bank National Trust Company silence about Deutsche Bank National Trust Company undisclosed fault related to not having a lawful consideration to validate this mortgage contract you have:
- 1) Willfully; 2) Knowingly; 3) Intentionally; 4) Unlawfully; 5) FRAUDULENTLY;
 - 6) Maliciously, 7) With Malice Aforethought; 8) *Malum in se*; 9) *Malum prohibitum* (pursuant to Art 1 § 8 Clause 17 Constitution for the United States and you lack a “positive law foundation”); and 10) With Malfeasance (pursuant to Art 1 § 8 Clause 17) caused unlawful documents with unlawful intent *[enumerated in 1) - 9)]* to be mailed to the Affiant via the U.S. Mail system.

940 18 U.S.C. Section 1341 -- Elements of Mail Fraud

"Two elements in mail fraud:

- (1) having devised or intending to devise a scheme to defraud (or to perform specified fraudulent acts), and
- (2) use of the mail for the purpose of executing, or attempting to execute, the scheme (or specified fraudulent acts)." *Schmuck v. United States*, 489 U.S. 705, 721 n. 10 (1989); *see also Pereira v. United States*, 347 U.S. 1, 8 (1954) Laura A. Eilers & Harvey B. Silikovitz, *Mail and Wire Fraud*, 31 Am. Crim. L. Rev. 703, 704 (1994) (cases cited).

- XII) Further, it is an “Impossibility” for alleged mortgage contract No. 1008366625 to be lawful. *Ex Dolo Malo Non Oritur Actio* [A right of action such as an alleged lawful contract claim (alleged mortgage No. 1008366625) cannot arise out of Fraud] *stare decisis**or 2.) US BANK NATIONAL ASSOCIATION’s fraudulent act of not having a lawful “Mortgage Contract” with the Affiant on which to lawfully expect payments from the Affiant.

***NOTE: Black’s Law definition of stare decisis [Latin “to stand by things decided”]**

- XIII) Deutsche Bank National Trust Company repeated failure to adhere to America’s Rule of Law documents the Fraudulent, ultra vires, behavioral pattern for the Deutsche Bank

National Trust Company "Oath Bound Officials." This Fraud by Deutsche Bank National Trust Company . *stare decisis*, has voided the alleged mortgage contract No. 1008366625

I hereby affirm that:

- 1) I have read this **"COMMERCIAL AFFIDAVIT OF TRUTH and NOTICES: 1) Of Invalid Mortgage Contract, 2) Of Summary Judgment, and 3) Of Mandate To Correct Fraud and Damages"** RE: Alleged Mortgage Contract ***** and to the best of my knowledge, the foregoing sixteen Whereas Citations and averments and sixteen (I – XI) averments and beliefs and the closing AFFIRMATION are true, correct, lawful, legal, self-executing, are not misleading, and are fully binding upon you and, if necessary, binding upon you in any court of law, *stare decisis*. And
- 2) If Deutsche Bank National Trust Company, et al. fail to provide a certified, Point for Point rebuttal with particularity to these seventeen Whereas and I-XIII averments and this closing affirmation, yours and et al. silence is your acquiescence. Consequently your failure to rebut each point in this **"COMMERCIAL AFFIDAVIT OF TRUTH and NOTICES: 1) of Invalid Mortgage Contract, 2) Of Summary Judgment, and 3) Of Mandate To Correct Fraud and Damages "** RE: Alleged Mortgage Contract No. 1008366625 with certified, point for point particularity within 15 days will be your self-executing, public agreement with each and every statement herein. Your silence becomes your public admission to the fact that a fault exists, UCC 1-201(16) creating fraud through material misrepresentation which vitiates all forms, contracts, testimony, agreements, judgments, etc. expressed or implied, from the beginning, *U.S. v. Throckmorton*, 98 U.S. 61, UCC 3-103 and is your irrevocable admission and binding agreement, attesting to this, that your silence is your acquiescence that everything in this **"COMMERCIAL AFFIDAVIT OF TRUTH and NOTICES: 1) of Invalid Mortgage Contract, 2) Of Summary Judgment, and 3) Of Mandate To Correct Fraud and Damages"** RE: Alleged Fraudulent, Mortgage Contract No. 1008366625 is true, correct, legal, lawful and fully binding upon you and, if necessary, binding upon you in any court of lawful, competent jurisdiction in America. *See: Connally v. General Construction Co.* 269 U.S. 385 391 (lawful) "Notification of legal responsibility is the first essential of due process of law", See also: *U.S. v. Tweel*, 550 F. 2nd 297. "Silence can only be equated with fraud where there is a legal or moral duty to speak when an inquiry left unanswered would be intentionally misleading."

Should you need more than 15 days to rebut this **"COMMERCIAL AFFIDAVIT OF TRUTH and NOTICES: 1) Of Invalid Mortgage Contract, 2) Of Summary Judgment, and 3) Of Mandate To Correct Fraud and Damages"** RE: Mortgage Contract No. 1008366625, let the Affiant know your reasons in writing prior to the passage of the 15 days and the Affiant will use his/her discretion in extending an additional up to 5 days.

Affiant further sayeth naught.

PAID IN FULL
WITH OUT RECOURSE
ON 9-11-2006

124243425
Shamberger

CERTIFIED COPY OF ORIGINAL

9/12/06 DATE
INITIALS

FIXED/ADJUSTABLE RATE NOTE

(LIBOR One-Year Index (As Published In *The Wall Street Journal*)-Rate Caps)

THIS NOTE PROVIDES FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

September 11, 2006
(Date)

OAK BROOK

Illinois
(State)

2811 CHERRYWOOD LANE, HAZEL CREST, IL 60429
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 153,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is **INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK**. I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 9.625 %. The interest rate I will pay may change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on November, 2006 below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on October 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **INDYMAC BANK, F.S.B., P.O. BOX 78826, PHOENIX, AZ 85062-8826** or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,300.48. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of October, 2011, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

THE LAWYER

BLANKED OUT THE ABOVE
HIDING INFORMATION

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Janita Shamberger (Seal)
 JANITA SHAMBERGER -Borrower

____ (Seal)
 -Borrower

____ (Seal)
 -Borrower

____ (Seal)
 -Borrower

[Sign Original Only]

PAY TO THE ORDER OF

WITHOUT RECOURSE
 INDYMAC BANK, F.S.B.

Diane Scelsa
 DIANE SCELSA
 VICE PRESIDENT

*the bank have
 taken my promissory note
 and did an illegal transaction called
 conversion and converted
 my note into cash, then deposited
 my money into their account. my
 House is PAID IN FULL
 ON September
 11, 2006
 when I signed
 my note.*

Multistate Fixed/Adjustable Rate Note—WSJ One-Year LIBOR—Single Fam
 —THE COMPLIANCE SOURCE, INC.— Page 4



4 01/01
 0012, 03/00
 Source, Inc

Securitization is a structured finance process that distributes risk by aggregating debt instruments in a pool, then issues new securities backed by the pool. The term "Securitisat[i]on" is derived from the fact that the form of financial instruments used to obtain funds from the investors are securities. As a portfolio risk backed by amortizing cash flows – and unlike general corporate debt – the credit quality of securitized debt is non-stationary due to changes in volatility that are time- and structure-dependent. If the transaction is properly structured and the pool performs as expected, the cre d[i]t ri of all tranches of structured debt improves; if improperly structured, the affected tranches will experience dramatic credit deterioration and loss.^[1] All assets can be securitized so long as they are associated with cash flow. Hence, the securities which are the outcome of Securitisation processes are termed asset-backed securities (ABS). From this perspective, Securitisation could also be defined as a financial process leading to an issue of an ABS.

Securitisation often utilizes a special purpose vehicle (SPV), alternatively known as a special purpose entity (SPE) or special purpose company (SPC), reducing the risk of bankruptcy and thereby obtaining lower interest rates from potential lenders. A credit derivative is also sometimes used to change the credit quality of the underlying portfolio so that it will be acceptable to the final investors. Securitisation has evolved from its tentative beginnings in the late 1970s to a vital funding source with an estimated outstanding of \$10.24 trillion in the United States and \$2.25 trillion in Europe as of the 2nd quarter of 2008. In 2007, ABS issuance amounted to \$3,455 billion in the US and \$652 billion in Europe.^[2]

~~From Wikipedia, the free encyclopedia~~

A mortgage-backed security (MBS) is an asset-backed security or debt obligation that represents a claim on the cash flows from mortgage loans, most commonly on residential property.

First, mortgage loans are purchased from banks, mortgage companies, and other originators. Then, these loans are assembled into pools. This is done by government agencies, government-sponsored enterprises, and private entities, which may guarantee (securitize) them against risk of default associated with these mortgages. Mortgage-backed securities represent claims on the principal and payments on the loans in the pool, through a process known as Securitization. These securities are usually sold as bonds, but financial innovation has created a variety of securities that derive their ultimate value from mortgage pools.

Most MBS's are issued by the Government National Mortgage Association (Ginnie Mae), a U.S. government agency, or the Federal National Mortgage Association (Fannie Mae) and the Federal o e oan ortgage Corporation (Freddie Mac), U.S. government-sponsored enterprises. Ginnie Mae, backed by the full faith and credit of the U.S. government, guarantees that investors receive timely payments. Fannie Mae and Freddie Mac also provide certain guarantees and, while not backed by the full faith and credit of the U.S. government, have special authority to borrow from the U.S. Treasury. Some private institutions, such as ro erage firms, banks, and homebuilders, also securitize mortgages, known as "private-label" mortgage securities.

Residential mortgages in the United States have the option to pay more than the required monthly payment (curtailment) or to pay off the loan in its entirety (prepayment). Because curtailment and prepayment affect the remaining loan principal, the monthly cash flow of an MBS is not known in advance, and therefore presents an additional risk to MBS investors.

Commercial mortgage-backed securities (CMBS) are secured by commercial and multifamily properties (such as apartment buildings, retail or office properties, hotels, schools, industrial properties and other commercial sites). The properties of these loans vary, with longer-term loans (5

years or longer) often being at fixed interest rates and having restrictions on prepayment, while shorter-term loans (1–3 years) are usually at variable rates and freely pre-payable.

From Wikipedia, the free encyclopedia

Collateralized debt obligations (CDOs) are a type of structured asset-backed security (ABS) whose value and payments are derived from a portfolio of fixed-income underlying assets. CDOs securities are split into different risk classes, or tranches, whereby “senior” tranches are considered the safest securities. Interest and principal payments are made in order of seniority, so that junior tranches offer higher coupon payments (and interest rates) or lower prices to compensate for additional default risk.

A few academics, analysts and investors such as Warren Buffett and the IMF’s former chief economist Raghuram Rajan warned that CDOs, other ABSs and other derivatives spread risk and uncertainty about the value of the underlying assets more widely, rather than reduce risk through diversification. Following the onset of the 2007–2008 credit crunch, this view has gained substantial credibility. Credit rating agencies failed to adequately account for large risks (like a nationwide collapse of housing values) when rating CDOs and other ABSs.

Many CDOs are valued on a mark to market basis and thus have experienced substantial write-downs on the balance sheet as their market value has collapsed.

From Wikipedia, the free encyclopedia

A **credit default swap (CDS)** is a swap contract in which the *buyer* of the CDS makes a series of payments to the *seller* and, in exchange, receives a payoff if a credit instrument (typically a bond or loan) goes into default (fails to pay) ^[1]. Less commonly, the credit event that triggers the payoff can be a company undergoing restructuring, bankruptcy, or even just having its credit rating downgraded.

CDS contracts have been compared with insurance, because the buyer pays a premium and, in return, receives a sum of money if one of the events specified in the contract occurs. However, there are a number of differences between CDS and insurance, for example:

- The buyer of a CDS does not need to own the underlying security or other form of credit exposure; in fact the buyer does not even have to suffer a loss from the default event. ^{[2][3][4][5]} In contrast, to purchase insurance, the insured is generally expected to have an insurable interest such as owning a debt obligation;
- the seller need not be a regulated entity;
- the seller is not required to maintain any reserves to pay off buyers, although major CDS dealers are subject to bank capital requirements;
- insurers manage risk primarily by setting loss reserves based on the Law of large numbers, while dealers in CDS manage risk primarily by means of offsetting CDS (hedging) with other dealers and transactions in underlying bond markets;
- in the United States CDS contracts are generally subject to mark to market accounting, introducing income statement and balance sheet volatility that would not be present in an insurance contract;
- Hedge Accounting may not be available under US Generally Accepted Accounting Principles (GAAP) unless the requirements of FAS 133 are met. In practice this rarely happens.

While often described as insurance, credit default swaps differ from insurance in many significant ways. The cost of insurance is based on actuarial analysis. CDSs are derivatives whose cost is determined by the Black-Scholes option pricing model.

quoted publication. Bank employees do not understand this but we have found that bank officers usually have an understanding or will refuse to discuss it.

This process is identical for credit cards, signature loans, even guaranteed student loans along with any other "bank loan" made by any depository institution operating under the rules of the Federal Reserve System. The same rules apply equally to assignees of depository institutions such as mortgage companies. I have not seen any case law affirming these banking practices but from my experience and research, I can say that the reason is because the banks never allow disputes raising these issues to be published on the record of any court. They either settle or withdraw.

An approved application for credit is entered as a deposit in the same manner and using the same accounting principles as in the deposit of a promissory note. The approved application for credit is the promise to pay and the value of the highest credit limit is the deposit. Interest is charged against the dollar amount claimed to be owed to the depository institution. Instead of a mortgage, the customer receives monthly billing statements

Amount claimed

Mysteriously, you will not find these types of terms disclosed on any agreement with a bank; however, because of basic accounting principles, the true agreement can be created from the accounting. It can then be verified against the written instrument or agreement. The ledger will show the note as being deposited and no money debited from a bank asset or from another depositor's account. Banks are not permitted to loan other depositor's money or their own assets, but it is the accounting that proves this. We can then use this verifying technique to expose the truth and the fact that the written agreement did not disclose all legal obligations of the parties. These terms were not fully disclosed because the bank's attorneys wrote the agreement and the bank receives an incredible benefit from not disclosing it. The bank receives many times the value of your deposit (note or credit application) without risking one single dollar worth of assets. In fact, the bank sometime takes your property when you don't pay according to the terms of the "written" agreement, not the true agreement.

BIG

SECRET

BIG
SECRET

THE BANK
RISK
NOTHING
NO MONEY

It is my opinion that if the banks were to conduct their businesses honestly, they would directly admit, in each "loan" transaction, that the customer's note or credit application provides the funds for the account and that the fee the bank is charging for this service is the value of the deposit plus fees and interest. The banks could admit that the basis for the fee is that the Federal Reserve System has been allowed to monopolize our economy and has been licensed to create money by the United States.

THIS IS
THE
ANSWER

Consumers could then be free to decide if this was equitable. It might lead to banks charging a flat fee per transaction instead of getting the value of the deposit plus two or three times the value of the customer's money for free. Imagine a world where you could take your note into a depository institution and pay twenty five percent of the value of the note, over a period of months or years, just to use the service? Instead of paying \$300,000 to use \$100,000 of your money, you would only pay \$25,000 over the same period of time. The banks would still make a profit and other factors could reduce the amount of money created each year. I do not think this is a solution, but it may suffice until we can restore a precious metal backed currency.

"It is well that the people of the nation do not understand our banking and monetary system, for if they did, I believe there would be a revolution before tomorrow morning." —Henry Ford

Foreclosure Fraud – Fighting Foreclosure Fraud by Sharing the Knowledge

Type here and press enter

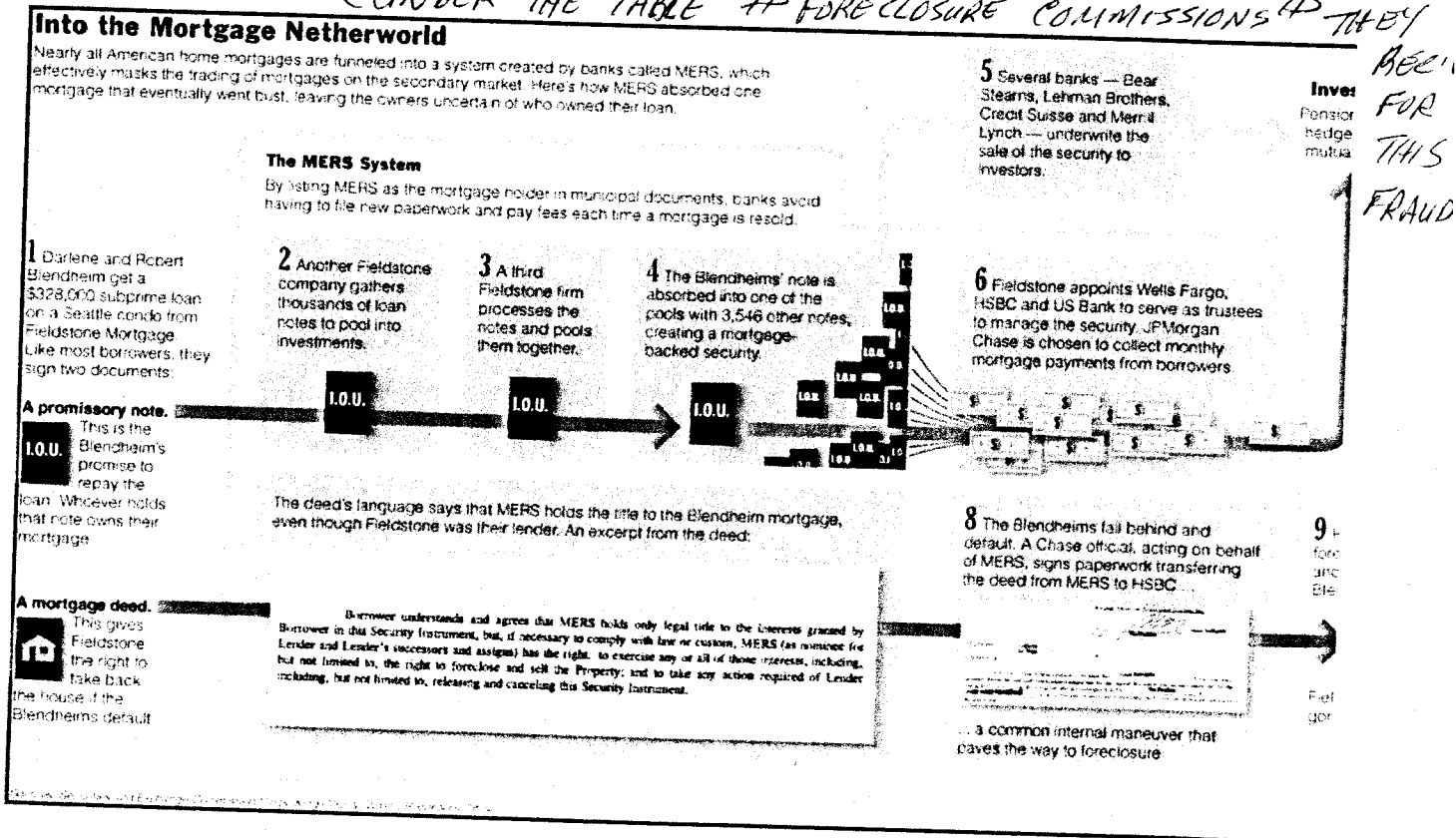


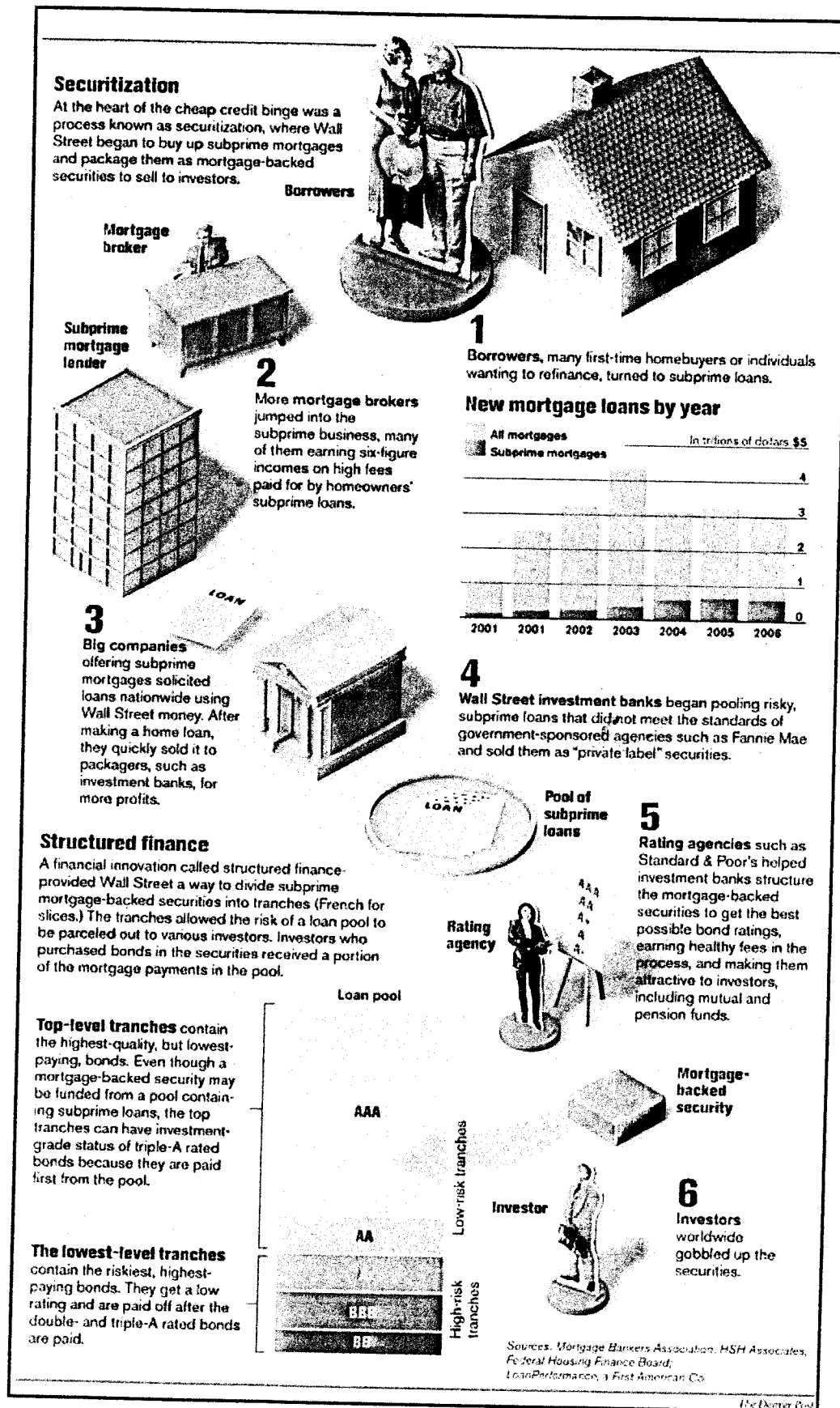
- [Home](#)
- [About Us](#)
- [Advertise](#)
- [Contact](#)
- [Contribute](#)
- [Depositions](#)
- [Foreclosure Listings](#)
- [Message Board](#)
- [Securitization](#)
- [Videos](#)

Securitization

→ IS ILLEGAL ANOTHER REASON WHY THE (SLAM ARTIST) THE BANKS AND MORTGAGE COMPANIES CAN NOT CONTINUE TO ILLEGALLY FORECLOSE ON THE AMERICAN PEOPLES HOMES

(IT IS TIME FOR THE JUDGES TO GIVE UP THEIR UNDER THE TABLE \$ FORECLOSURE COMMISSIONS \$ THEY





From Wikipedia, the free encyclopedia

Moratorium on Mortgage Foreclosures

Moratorium on Mortgage Foreclosures

FRAUD

THE BANKS SCAM
IS COMING TO IT
END

SHARE THIS (ALL OVER THE COUNTRY)
HOMEOWNERS NOW!

Click here to read this Memorandum of Law - Bank Fraud

The Constitution for the united States of America is the Supreme Law of the Land, Article VI, paragraph 2. All statutes and laws enacted by Congress must be in harmony with the Constitution. Any statute or law enacted by Congress that is in contradiction or disharmony with the Constitution is null and void from the beginning. It creates no duties, creates no rights, imposes no obligations or duties upon any Citizen of the united States of America. It is as if it never existed. *Marbury v. Madison, U.S. Supreme Court decision, 1801.*

"...all executive and judicial Officers, both of the United States and of the several states, shall be bound by Oath or Affirmation, to support this Constitution", Article VI, paragraph 3. When we refer to the Preamble of the Constitution we find this statement, "...do ordain and establish this Constitution for the united States of America, italics for emphasis only. By slight of hand, this statement gets converted to, "the Constitution of the United States". The term "United States" has a specific meaning. Title 28, USC, section 3002, defines "United States" as a Federal corporation.

So then all executive and judicial officers who take the oath to the "United States" are working for the corporation identified as the "United States". They do not take an Oath to the original Constitution. By trickery and deceit, the government has converted all executive and judicial officers into corporate officers working for the corporate United States for the benefit of the corporation and not for the benefit of "We the People". That is the current dilemma. We cannot get the corporate officers to listen to "We the People". Look at what just happened with the so-called Health Care Bill. Simply rammed down the throats of the American People.

Question is this: Who owns the "federal corporation" known as the "United States"? Very simple. The Federal Reserve Banking System.

All corporations have one goal, to maximize profits no matter what the human cost, or the environmental cost.

This oath to the "Corporation" creates quite a legal conundrum. The minute that "all executive and judicial Officers" take an oath to this mother lode "Corporation", they have engaged in an act of treason against the People of the united States of America. However, it the nature of criminals to protect themselves, and their actions against prosecution for their crimes. Especially when they are the ones writing the so-called statutes and laws. To wit, Title 18, USC, section 2381 defines "Treason" as "levying war against the United States". So then "Treason" is clearly defined as levying war against the corporation known as the United States, not as engaging in act of Treason against the People of the united States of America. Thus "all executive and judicial Officers" are free to betray us and

THE TIME HAS COME TO FORCE THE
BANKS AND MORTGAGE COMPANIES TO STOP
MORTGAGE FRAUD.

AFTER READING THIS, THE TRUTH
NO ONE CAN LIE TO YOU ANY MORE
AND LEAD YOU TO FILE BANKRUPTCY, DO
LOAN MODIFICATION OR SALE YOUR HOME.

FEAR ACROSS AMERICA HAVE SWORN TO DEFEND
THEIR HOMES WITH GUN IF THEY HAVE TO AFTER READING THIS

engage in all sorts of belligerent and unlawful, actions against American Citizens with total impunity.

Hence, we come to the central point of the mortgage foreclosure planned fiasco. Within the four walls of the courtroom, the judge is acting in the capacity of corporate officer interested in protecting the revenue of the corporation. He is not adjudicating law. He is simply a revenue officer. A little known fact is that the judge makes a commission on each and every judgment that goes through his courtroom. The amount of commission is in dispute, could be as high as ten percent or more.

Keep in mind, the judge sits on the "bench". In French, "banc" means bank, and also means "bench". So then, the judge sits in for the "bank" as a corporate officer protecting the interests of the "banc". A simple but very clever method of deceiving the sheeple of the united states of America.

One other thing, the word "America", when reduced to its Latin pre-fix, root word and suffix, means this. The prefix "A" means no, the root word "merci" means mercy, and the suffix "ca" means sheep. Therefore, the word, "America" means in Latin, No mercy for the sheep. So now you know.

Continuing with the mortgage foreclosure fiasco. Courts with real judges, hard to believe, but there are some judges with a sense of moral imperative, all over the country have set forth stringent lawful requirements that a bank or mortgage company must meet before a foreclosure suit can be initiated and proceed. First, the lending institution must enter into the court record, the original "Note" and the original "Mortgage" document as of the date the Complaint was filed. The problem is that the lending institution does not have the originals anymore. Immediately after completing the closing, the lending institution sold the "Note" and the "Mortgage" to a group of investors and turned over the original "Note" and "Mortgage" to the investor group. The original lending institution no longer has any capital at risk. Based on this requirement, the foreclosure suit cannot go forward. However, the revenue officer, the so-called judge counts on the abysmal ignorance of the Citizen losing their home and the judge proceeds to steal the property.

Another thing that is happening is this. The banks are using fraudulent securities. The banks enter copies of the note and mortgage that measure 8.5 inches by 11 inches. Pursuant to 18 USC, these full size copies are fraudulent securities. Copies can only measure 75% of the original or 150% of the original. This would clearly give notice that these are copies. However, the banks are entering 100% copies, these are fraudulent securities.

Second, the lending institution must file an affidavit of ownership, which clearly identifies the Plaintiff as the "Real Party in Interest" with all of the attending rights, title and interest in the "Mortgage". When the lending institution sold the "Note" and the "Mortgage", they stopped being the "Real Party in Interest". Hence, the lending institution has no "Standing" to sue on the property. New Mexico does not even have any mortgage foreclosure statutes, so all of the mortgage foreclosures in New Mexico are conducted under the Rules of Civil Procedure. READ that again, no mortgage foreclosure statutes in New Mexico. The whole mortgage foreclosure business in New Mexico is conducted the Rules

of Plunder of War, the spoils of War, Prize and Booty.

Third, "Standing" is an absolute pre-requisite to filing a lawsuit. There are three lawful requirements for "Standing".

1. Injury in fact-not a hypothetical injury.
2. Causality-that the actions of the borrower created the injury in fact.
3. Redressability-that the judgment will make the injured party whole.

Three things can be proven beyond a doubt: 1) There is no injury in fact to the bank or mortgage company. 2) There is no causality-the bank is the cause of the damage to the mortgagor. 3) There is no redressability for the bank since it is the bank that caused the injury and damage to the mortgagor.

The revenue officer, the so-called judge, on the case will not require that his corporate buddies, the lending institutions, prove standing in the courtroom. Thus, without "Standing" the lawsuit cannot go forward.

Fourth, in order for a contract to be valid and binding, there must be "Consideration". "Consideration" means "something of value". The Citizen borrowing Federal Reserve Notes, brings his real estate, "something of value", to the table in exchange for worthless paper called Federal Reserve Notes. So then, one must ask a few basic questions in regards to this transaction. When the bank loaned the borrower Federal Reserve Notes, did the bank go the to vault and take Federal Reserve Notes on deposit and loan those to the borrower? Ask any banker friend and he will tell you that "No", they do not loan out their deposits. So then, how are the Federal Reserve Notes "produced"? The bank goes to their computer and by the use of their "magical, Hollywood wand", a few keystrokes, produce, out of thin air, say \$100,000.00 Federal Reserve Notes, to loan you. This is where "Credit" comes from. One second before, these Federal Reserve Notes did not exist. Now, by magic, the bank has \$100,000.00 worth of Federal Reserve Notes to lend you. So if creating "something of value" out of thin air is real, then it is easy for me to convince you that the Easter Bunny lays different colored eggs once a year. All mortgage contracts and notes are null and void for fraud, the bank never brought any "consideration" to the table. Also, the contract is void for lack of disclosure which a violation of TILA, Truth in Lending Act.

In the following sentences you can take the red pill or the blue pill. You must chose.

If you decide to read the above article titled "Memorandum of Law-Bank Fraud", you will discover that the banks, by federal law, are not allowed to lend their credit nor depositors money in the form of Federal Reserve Notes. So the only thing the bank can loan you is your own money. Good Reading.

There is a caveat here at this point. Before the bank or mortgage company create "credit", also known as Federal Reserve Notes, it needs to have on hand some collateral. You signed two major documents at the "closing", the "Note" and "Mortgage" or "Deed of Trust". Most Americans do not realize how valuable their signature on documents is. The Mortgage document serves as the collateral needed by the bank(from this line forward, when I say bank, I also mean

mortgage company).

When you sign the "Note", the bank turns it into "money" and deposits it into a special, secret account set up in your name, that is to say, an all capitals name "nom de guerre" also known as "The Enemy of the STATE". By the magic of "banking", your signature is needed to "monetize" the "Note". To the bank, the "Note" document is actual "money".

If you don't believe me, request a copy of your "Note" and "Mortgage/Deed of Trust". Examine the Mortgage documents and you should be able to find a stamp on the document that says, "Pay to the Order of, without prejudice ABC Mortgage Company/ABC Bank." Now we just hit the mother Lode. Follow the money.

Under 18 USC, the "Note" becomes a negotiable instrument, also known as a "Security". Hence, you, the borrower, by your signature, created a "Security" for the bank. Which in turn, the bank, converts into "money".

Now here is where it gets fun. Now that the bank has "money" that it deposited into your secret, undisclosed account, it can loan you your own "money" back at interest. The bank then must balance its books, so the bank writes a "hot check" against the "money" in your secret account to "pay off" your debtor. Then your bank demands that the bank receiving their "hot check" pay them back with Federal Reserve Notes. Now the bank turns to you and says, "Now that we loaned this money, you owe us for the next thirty years".

The bank very conveniently ignores the "money" that you created by your signature and the bank deposited into the secret, undisclosed account. By the fact that you abandoned this secret account, the bank considers this "money" a gift from you. See, under the law, you cannot reclaim a gift that you made. Of course, the bank defrauded you when they took the "money" that you knew nothing about. Wow! What a system!

However, the "money deposited into your secret, undisclosed bank account", is still there. The bank considers this secret, undisclosed account abandoned. Thus, they lay claim to this "money". However, this theft of your property is a second degree felony called "Conversion of property". However, the banking system has little to fear, we as Americans have been dumbed down to the point of illiteracy by our indoctrination system. Oops, did I say indoctrination, I meant to say "education".

Here is the crux of the above three paragraphs. You, the mortgagor are a depositor and the bank owes you the amount of money of the Note. How is that for fraud. You should be suing the bank for fraud and extortion. The bank counts on the stupidity of the American people and gets to steal homes at their leisure.

Lets go down the rabbit hole a little more. When the bank deposits your "Note money" into your special, secret account, you owned your home free and clear. The bank neglects to inform you of this little tidbit of information. Pretty convenient and self serving isn't it?

(I believe that it was Henry Ford that said, "If the American people understood the banking, monetary system, they would hang us by morning".) You would think that the bank would be satisfied with this transaction. After all, it has risked nothing, got your home for free and enslaved you for the next thirty

YOU OWN
YOUR HOME
BECAUSE OF
THERE FRAUD
RIGHT NOW

DO THIS
BLOW
YOUR MIND
AND JUDGE
KNOW THIS
IS TRUE.

(THIS IS THE SCAM)

years. No sir! The bank knows no limit on their avarice and greed. The bank lusts for your property and money in a satanic and demonic machination. The bank then turns around and sells your "Mortgage" to Wall Street through groups of investors, for full value. Now this is coming to full fruition. The bank has now gotten paid twice on your signature on the "Note" document. Now class, pay attention. This will be on your test of Life.

1. You created the "credit" for the bank, which the bank treated as "Money"
2. The bank monetized the "Note" document through your signature
3. The "Note" document is a negotiable instrument
4. The "Note" document is a "Security" under 18 USC
5. This "Note money" is deposited into a secret, undisclosed account at the bank in YOUR NAME.
6. The bank turns around and writes a "hot check" against this "Note money" to pay off your debtor.
7. The bank demands and is paid by the receiving bank in Federal Reserve Notes.
8. The bank considers the "Note money" in your secret, undisclosed bank account, abandoned, and lays claim to it.
9. Thus the bank steals your money in your secret, undisclosed account
10. The payments that you make into this secret account are also considered abandoned, and the bank lays claim to them.
11. The bank turns around and sells your "Note and Mortgage" to Wall Street investors, who in turn sell these as "Mortgage Backed Securities" back to the public.
12. The bank has risked nothing in this entire transaction
13. You, the borrower, have voluntarily given your home or ranch to the bank for free.
14. You, the borrower, are enslaved for the next thirty years to the bank because of your own ignorance. In the old Testament, in Isaiah and Hoseah, it is stated, "My people are enslaved for lack of knowledge."
15. You, the mortgagor are in truth the depositor and the bank owes owes you the amount of the Note.

It has been said that "Truth is stranger than fiction". This is a wet dream for the Federal Reserve Banking system.

The Federal Reserve Banking system is a SATANICALLY inspired system of SLAVERY AND DOMINATION of the productive people of America and the entire world. The owners of the FRB are bloodsucking parasites and leeches that have never worked a day in their miserable lives while destroying the productivity of the American people and the world.

The Federal Reserve Banking system is a RICO organization. RICO stands for racketeer influenced corruption organization. Everything that a bank does is fraud, extortion, wire fraud, mail fraud, the list of crimes is endless. But then, it is nice to have friends, in the form of treacherous senators and representatives, in high places passing "legislation" to protect the Federal Reserve.

Fifth, I saved the best for last. In the first paragraph of this article it was established that this Constitution for the united States of America is the Supreme

YOU OWN YOUR HOME - RIGHT NOW
BECAUSE OF THEIR FRAUD

AND JUDGES
HAVE THE
NERVE TO
RULE IN THE
FAVOR OF
BANKS

THIS IS WHY ALL LYING FORECLOSURE JUDGES IN AMERICA
THAT HAVE RECEIVED COMMISSIONS UNDER THE TABLE SHOULD
BE WILLING TO ADMIT FRAUD AND GO TO JAIL IMMEDIATELY

Law of the Land. Any statute or law out of harmony with this Constitution is null and void from the beginning. Any court decision that is out of harmony with this Constitution, is null and void. The Bill of Rights clarified for the government, that the rights enumerated therein, are God-given rights, not rights given to men by other men or governments, and that these rights are Sacred and untouchable. They cannot be removed or abrogated by any government or any man or any corporation, under any circumstance.

The Fourth Amendment guarantees the right of the People to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures.

The Fifth Amendment guarantees that a Citizen accused of a crime cannot be deprived of his three most sacred possessions, life, liberty and property without a trial by jury.

The Seventh Amendment guarantees the right of trial by jury in any controversy where the value in controversy shall exceed twenty dollars. Here is where it gets tricky. A "dollar" is defined as "a gold or silver coin" of a specific weight. Federal Reserve Notes are paper created out of thin air with no value whatsoever.

Federal Reserve Notes have been denominated in increments of "dollars", to make them appear to be dollars, but cannot by law, be dollars. Federal Reserve Notes have been decreed to be "legal tender" by the corporation known as the United States. "We the People" have been tricked into accepting Federal Reserve Notes as "money".

Here is the caveat, since Federal Reserve Notes are not, and cannot, ever be dollars, in any matter dealing with Federal Reserve Notes, no American Citizen gets a trial by jury.

The judges and the liaryers of the United States are the secret, Gestapo police for the banks, doing the will of the banks. Keep in mind, a judge sits on the "bench". In French, bench is "banc", which also means bank. So a judge sits in for the bank, and protects the banks' interests. Going through three years of law school is simply a hypocritical farce that fools only the greatest fools in the world, the American sheeple.

Again, back to the mortgage fiasco. When the revenue officer, the so-called judge, on the case, does not provide the borrower being sued, the protection of the Fourth, the Fifth and the Seventh Amendments, he knows that he is not adjudicating law, but simply acting as a revenue officer protecting and enhancing the revenue of the corporate, United States. In fact, he can ignore all requests by the Defendant for a trial by jury because he knows the Citizen being sued has no idea of what jurisdiction he is being sued in.

In this particular case, the Defendant in a mortgage action is being sued in Admiralty/Maritime court, also known as the "Kings' Court" with privileges granted to him/her by the King.

When the revenue officer, the so-called judge, issues a judgment against the borrower for defaulting on the "Note" and "Mortgage" without a "Trial by Jury", he knows that he has betrayed the confidence of the American people, but he is doing the will of his master, the corporate United States. His betrayal of the American People is not legally Treason. Treason can only occur if he goes

IT IS TIME
TO STOP ALL
MORTGAGE
FRAUD.

against his master, the corporate United States. The so-called judge is simply being a good "Nazi", just following orders. However, the revenue officer, the so-called judge, also knows that he is violating the protections of the Fourth, the Fifth, and the Seventh Amendments afforded to the American Citizen. In New Mexico even under the military rule of General Kearney during the 1850s, the right of a trial by jury in all matters dealing with life, liberty and property remained protected by military law. Subsequently, during the time that New Mexico was a territory, for about 60 years, the right of trial by jury was preserved to all Citizens. When New Mexico became a state in 1912, in article II, section 12, the right of trial by jury was guaranteed to remain inviolate as it had heretofore existed. Thus the New Mexico Constitution deferred to the Supremacy of the pre-existing condition as stated in the Organic Act establishing the Territory of New Mexico.

So then, the banks, the judges and the lawyers are the new "Mafia", extorting and defrauding the American Citizenry for lucre, due to our abysmal legal ignorance. The banks, the judges and the lawyers are the modern day "Ghengis Khan", raping, pillaging and plundering the landscape simply because they can. Fact is, most of us are "legal idiots". This is by design and with the specific purpose to keep us enslaved to the "Legal system and its Liaryers." Most liawyers and judges have sold out their birthright as Americans for "thirty pieces of silver", or more specifically, for a few hundred worthless, Federal Reserve Notes.

Judges are no more than ambulance chasing liawyers who put on a little black dress and love to be called "Your Honor" by their ass-kissing fans, the liawyers. A prime example of the psychopathic arrogance that this ambulance chasing group of men engage in, is the fact that in order to cover up their own crimes, these so-called judges have given themselves "judicial immunity". Don't believe me, when is the last time you tried to sue a "judge"?

However, "We the People" live under "this Constitution for the united States of America" and thus have the protections of the Fourth, the Fifth, and the Seventh Amendments in all matters dealing with life, liberty and property.

My analysis: The healthiest thing for this country would be for all homeowners (to stop paying their mortgages immediately.) Stop paying all credit card debt, stop paying your so called Federal "Income Tax", stop paying your State "income tax" and finally stop paying your property taxes. This would accomplish the following objectives:

1. This would stop the humiliation of the American Citizens.
2. This would stop the physical and psychological displacement of the American Citizens.
3. This would stop the grotesquely, immoral ransacking against the American Citizens that the banks are committing.
4. The banks would be forced to return to "honest banking" and return the ownership of homes and ranches to the rightful owners, the American Citizens.
5. Every homeowner would own their home clear and free for the first time since 1933.

NO JUDGE CAN
AFTER THIS
CONTINUE TO IGNORE
THE LAW.

THIS IS WHAT WE ALL WANT FOR EVERYONE IN AMERICA

6. The banks would be forced to stop all of their fraudulent activities that have enslaved the American Citizens for the last 77 years.
 7. The economy would rebound to its healthiest level in 100 years. This would be true economic development.
 8. This would effectively break the Federal Reserve Beast.
 9. Let the American People be the first to starve the "Mammon" Beast known as the Federal Reserve Bank.
- I encourage every American homeowner with a mortgage on their home to engage in an act of Civil Disobedience by refusing to make any more payments to the criminal banks. This act alone would destroy the Federal Banking System, the stated goal of Ron Paul.
- This is where I will declare a Moratorium on all Mortgage Foreclosure lawsuits and evictions until the banks and mortgage companies meet all five stringent lawful requirements as stated above.
- No family will be evicted from their home or family homestead, as a result of a mortgage foreclosure suit, without a trial by jury and meeting the other four lawful requirements.

When the Citizens of San Miguel County elect me as their next Sheriff, before any Citizen in San Miguel loses their homestead unlawfully and unconstitutionally, I swear on the Altar of Almighty God, I will arrest the presiding judge on the case and the Special Master assigned to sell the property.

- Rico S. Giron, Future Sheriff of San Miguel County

AFTER LEARNING THE TRUTH ABOUT MORTGAGE FRAUD
THU OUT AMERICA, PEOPLE ARE GOING TO START DEFENDING
15 comments: THEIR HOMES WITH GUNS THE SAME WAY

1. YOU WOULD IF SOMEONE WAS BREAKING IN
TO HARM YOUR FAMILY. ONCE EVERYONE GET A
COPY OF THIS, THE (JUDGES, LAWYERS, SHERIFFS
BANKS PRESIDENTS, MORTGAGE CO PRESIDENTS WILL BE
Anonymous September 13, 2012 11:05 PM FORCED TO STOP

So, let me get this nationwide mortgage right: FRAUD

760,000+ lawyers (according to Harvard Business School, including trial, corporate, contract, transactional and other specializations of attorneys), 3,500+ judges and magistrates (according to the Bureau of Labor Statistics, and including both authorized Judicial judges as well as non-Judicial ones), not to mention the tens (hundreds is probably more like it) of thousands of legal writers, compliance officers, union representatives, law professors, contract administrators and literally EVERYONE who's gone to law school...are all in on this?